UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2008

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission File Number: 001-33045

ICF International, Inc.
(Exact name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**22-3661438** (I.R.S. Employer Identification No.)
9300 Lee Highway, Fairfax, VA (Address of Principal Executive Offices)	**22031** (Zip Code)

Registrant's telephone number, including area code: (703) 934-3000

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer, " "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

☐ Large accelerated filer	☒ Accelerated filer	☐ Non-accelerated filer (Do not check if a smaller reporting company)	☐ Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of April 30, 2008, there were 14,701,001 shares outstanding of the registrant's common stock.

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ICF INTERNATIONAL, INC.

QUARTERLY REPORT ON FORM 10-Q FOR THE PERIOD ENDED MARCH 31, 2008

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ICF International, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS AT MARCH 31, 2008 (UNAUDITED) AND DECEMBER 31, 2007

(in thousands)

Assets

	March 31, 2008 *(Unaudited)*	December 31, 2007
Current Assets:		
Cash and cash equivalents	$ 2,567	$ 2,733
Contract receivables, net	161,178	190,159
Prepaid expenses and other	4,618	3,955
Income tax receivable	—	1,933
Deferred income taxes	4,972	3,902
Total current assets	173,335	202,682
Total property and equipment, net	8,974	7,541
Other assets:		
Goodwill	201,948	159,491
Other intangible assets, net	20,649	17,710
Restricted cash	3,645	3,668
Other assets	2,917	1,933
Total assets	$ 411,468	$ 393,025

The accompanying notes are an integral part of these consolidated financial statements.

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ICF International, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

Liabilities and Stockholders' Equity

	March 31, 2008 (Unaudited)	December 31, 2007
Current Liabilities:		
Accounts payable	$ 41,708	$ 74,260
Accrued expenses	41,990	47,084
Accrued salaries and benefits	19,712	27,801
Deferred revenue	13,698	16,067
Income taxes payable	6,574	—
Total current liabilities	123,682	165,212
Long-term liabilities:		
Long-term debt	92,903	47,079
Deferred rent	1,980	1,773
Deferred income taxes	12,510	9,109
Other	5,058	5,061
Total Liabilities	236,133	228,234
Commitments and Contingencies		
Stockholders' Equity:		
Preferred stock, par value $.001 per share; 5,000,000 shares authorized; none issued	—	—
Common stock, $.001 par value; 70,000,000 shares authorized; 14,694,245 and 14,593,723 issued; and 14,631,435 and 14,531,531 outstanding as of March 31, 2008, and December 31, 2007, respectively	15	15
Additional paid-in capital	112,558	109,795
Treasury stock, at cost	(760)	(746)
Accumulated other comprehensive income	341	361
Stockholder notes receivable	(21)	(21)
Retained earnings	63,202	55,387
Total stockholders' equity	175,335	164,791
Total liabilities and stockholders' equity	$ 411,468	$ 393,025

The accompanying notes are an integral part of these consolidated financial statements.

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ICF International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EARNINGS (UNAUDITED)
(in thousands, except per share amounts)

	Three months ended March 31, 2008	Three months ended March 31, 2007
Gross Revenue	$175,148	$151,713
Direct Costs	120,407	108,152
Operating costs and expenses:		
Indirect and selling expenses	37,237	27,734
Depreciation and amortization	2,783	1,167
Total operating costs and expenses	40,020	28,901
Operating Income	14,721	14,660
Interest expense	(1,210)	(324)
Other income (expense)	(50)	278
Income before taxes	13,461	14,614
Provision for income taxes	5,646	5,932
Net income	$ 7,815	$ 8,682
Earnings per Share:		
Basic	$ 0.54	$ 0.63
Diluted	$ 0.51	$ 0.60
Weighted-average Shares:		
Basic	14,482	13,753
Diluted	15,179	14,415

The accompanying notes are an integral part of these consolidated financial statements.

ICF International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

	Three months ended March 31, 2008	Three months ended March 31, 2007
Cash flows from operating activities		
Net income	$ 7,815	$ 8,682
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	2,783	1,167
Non-cash compensation	1,670	619
Accrued interest on stockholder notes	—	(11)
Loss on disposal of fixed assets	102	—
Deferred income taxes	(3,244)	(860)
Changes in operating assets and liabilities, net of the effect of acquisitions:		
Contract receivables, net	46,733	(41,648)
Prepaid expenses and other	723	(286)
Accounts payable	(36,801)	10,810
Accrued expenses	(6,658)	16,502
Accrued salaries and benefits	(11,860)	(809)
Deferred revenue	(2,488)	(2,725)
Income tax payable	7,750	1,563
Deferred rent	(22)	18
Other liabilities	(413)	(11)
Net cash provided by (used in) operating activities	6,090	(6,989)
Cash flows from investing activities		
Capital expenditures	(1,236)	(921)
Payments for trademark application	—	(15)
Capitalized software development costs	(63)	(178)
Additional payments for acquisition of Caliber Associates, Inc.	—	(500)
Payments for business acquisitions, net of cash acquired	(50,652)	(12,855)
Net cash used in investing activities	(51,951)	(14,469)
Cash flows from financing activities		
Advances from working capital facilities	101,121	52,406
Payments on working capital facilities	(55,297)	(33,479)
Restricted cash	23	(1,432)
Debt issue costs	(1,211)	(7)
Exercise of options	455	1,283
Tax benefits of stock option exercises	607	880
Other	17	72
Net cash provided by financing activities	45,715	19,723
Effect of Exchange Rate on Cash	(20)	12
Net decrease in cash and cash equivalents	(166)	(1,723)
Cash and cash equivalents, beginning of period	2,733	2,997
Cash and cash equivalents, end of period	$ 2,567	$ 1,274
Supplemental disclosure of cash flow information		
Cash paid during the period for:		
Interest	$ 924	$ 213
Income taxes	$ 617	$ 4,364

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements
(Dollar amounts in tables in thousands, except per share data)

Note 1. Basis of Presentation and Nature of Operations

Interim Results

The unaudited consolidated financial statements included in this Quarterly Report on Form 10-Q have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). These rules and regulations permit some of the information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") to be condensed or omitted. In management's opinion, the unaudited consolidated financial statements contain all adjustments, that are of a normal recurring nature, necessary for a fair statement of the Company's results for the three-month periods ended March 31, 2008, and March 31, 2007. Operating results for the three-month period ended March 31, 2008, are not necessarily indicative of the results that may be expected for the year ending December 31, 2008. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2007, and the notes thereto included in the Company's Annual Report on Form 10-K, filed with the SEC on March 17, 2008.

Basis of Presentation and Nature of Operations

The accompanying consolidated financial statements include the accounts of ICF International, Inc. ("ICFI") and its subsidiaries (collectively, the "Company"). The Company provides management, technology, and policy professional services in the areas of energy and climate change, environment and infrastructure, health, human services and social programs, and homeland security and defense. The Company's major clients are the State of Louisiana and United States ("U.S.") government agencies, especially the Department of Health and Human Services ("HHS"), Department of Defense ("DoD"), Environmental Protection Agency ("EPA"), Department of Homeland Security ("DHS"), Department of Transportation ("DOT"), Department of Justice ("DOJ"), Department of Housing and Urban Development ("HUD"), and Department of Energy ("DOE"); commercial entities, particularly electric and gas utilities and other energy market participants; and other government organizations throughout the U.S. and the world. The Company offers a full range of services to these clients, including strategy, analysis, program management, and information technology solutions that combine experienced professional staff, industry and institutional knowledge, and analytical methods.

The Company, incorporated in Delaware, is headquartered in Fairfax, Virginia, with 31 domestic regional offices and international offices in London, Moscow, New Delhi, Rio de Janeiro and Toronto.

Note 2. Acquisitions

Jones & Stokes Associates, Inc. In February 2008, the Company acquired 100 percent of the outstanding common stock of Jones & Stokes Associates, Inc. ("Jones & Stokes"), a privately held firm that provides integrated planning and resource management services, specializing in the transportation, energy, water, and natural resource management sectors. Jones & Stokes supports a broad mix of federal, commercial, state, and local government clients on projects to plan and implement infrastructure improvements and mandated government programs. The Company undertook the acquisition to expand ICF's environmental and large project implementation capabilities across such strategic growth areas as transportation and infrastructure, energy, climate change, and water resources. The Company also undertook the acquisition to expand its presence in the western U.S. markets, where natural resources issues are a growing concern and where Jones & Stokes has outstanding market presence.

The acquisition was accounted for as a purchase in accordance with the provisions of SFAS No. 141, *Business Combinations*. The aggregate purchase price was approximately $50.1 million, including $48.7 million of cash and $1.4 million of transaction expenses. The Company has engaged an independent valuation firm to assist management in the allocation of the purchase price to goodwill and to other acquired intangible assets, but this allocation has not yet been finalized. The excess of the purchase price over the estimated fair value of the net tangible assets acquired was approximately $47.3 million. The Company has preliminarily allocated approximately $44.2 million to goodwill and $3.1 million to other intangible assets. The intangible assets consist of customer-related intangibles, and marketing-related intangibles in the amounts of approximately $3.0 million, and $0.1 million, respectively. Neither the goodwill, nor the amortization of intangibles, is deductible for tax purposes. The results of operations for Jones & Stokes are included in the Company's statement of operations since February 11, 2008.

Management's estimates of the fair values are as of the acquisition date and are based on our initial analysis of supporting information. Due to the timing of the acquisition, management is still in the process of analyzing the fair value of the acquired intangibles and other acquired assets. The final results of our analysis may differ from our preliminary purchase price allocation. Pursuant to the guidance in SFAS No. 141, we do not consider this to be a material business combination, and therefore, pro forma and certain other disclosures are not provided.

Simat, Helliesen & Eichner, Inc. In December 2007, the Company acquired 100 percent of the outstanding common shares of Simat, Helliesen & Eichner, Inc. ("SH&E"), a privately held aviation transportation consulting firm that provides strategy, policy, regulatory, financial, and technical consulting services to airlines, airports, and other public and private industry stakeholders. The Company believes that the acquisition will enhance its transportation service offerings, which had been concentrated primarily on surface transportation, with federal, state, and industry clients; enhance its position in key federal markets such as the Federal Aviation Administration and Transportation Security Administration; and combine its climate change expertise with SH&E's strong aviation presence to be a leader in the expanding air transport and climate change market.

The acquisition was accounted for as a purchase in accordance with the provisions of SFAS No. 141, *Business Combinations*. The aggregate purchase price was approximately $52.7 million, including $52.0 million of cash and $0.7 million of transaction expenses. The Company has engaged an independent valuation firm to assist management in the allocation of the purchase price to goodwill and to other acquired intangible assets, but this allocation has not yet been finalized. The excess of the purchase price over the estimated fair value of the net tangible assets acquired was approximately $48.6 million. The Company has preliminarily allocated approximately $40.5 million to goodwill and $8.1 million to other intangible assets. The intangible assets consist of customer-related intangibles, developed technology, and marketing-related intangibles in the amounts of approximately $5.7 million, $2.0 million and $0.4 million, respectively. The customer-related intangibles, developed technology, and marketing related intangibles are being amortized over 10 years, 6 years, and 1 year, respectively. Neither the goodwill, nor the amortization of intangibles, is deductible for tax purposes. The results of operations for SH&E are included in the Company's statement of operations since December 3, 2007.

Management's estimates of the fair values are as of the acquisition date and are based on our initial analysis of supporting information. Due to the timing of the acquisition, management is still in the process of analyzing the fair value of the acquired intangibles, particularly developed technology, and other acquired assets. The final results of our analysis may differ from our preliminary purchase price allocation.

Note 3. Contract Receivables

Contract receivables consist of the following (in thousands of dollars):

	March 31, 2008	December 31, 2007
Billed	$ 123,953	$ 141,484
Unbilled	41,498	52,208
Allowance for doubtful accounts	(4,273)	(3,533)
Contract receivables, net	$ 161,178	$ 190,159

Contract receivables, net of the established allowance, are stated as amounts expected to be realized in future periods. Unbilled receivables result from revenue that has been earned in advance of billing. The unbilled receivables can be invoiced at contractually defined intervals or milestones, as well as upon completion of the contract or U.S. federal government cost audits. The Company anticipates that the majority of unbilled receivables will be substantially billed and collected within one year. Contract receivables are classified as current assets in accordance with industry practice.

The allowance for doubtful accounts is determined based upon management's best estimate of potentially uncollectible contract receivables, taking into account management's expectations of future losses on a contract-by-contract basis. The Company writes off contract receivables when such amounts are determined to be uncollectible. Losses have historically been within management's expectations.

Note 4. Commitments and Contingencies

Litigation and Claims

Various lawsuits and claims and contingent liabilities arise in the ordinary course of the Company's business. The ultimate disposition of certain of these contingencies is not determinable at this time. The Company's management believes there are no current outstanding matters that will materially affect the Company's financial position or results of operations.

Note 5. Debt

As of March 31, 2008, the Company had $92.9 million in debt outstanding. During the three months ended March 31, 2008, the Company incurred net borrowings of $45.8 million on its revolving credit facility. The Company used these borrowed funds to finance acquisitions and working capital. The Company amended its credit facility on February 14, 2008, to increase the capacity of its revolving line of credit from $115.0 million to $125.0 million. On February 20, 2008, the Company signed the Second Amended and Restated Business Loan and Security Agreement with a syndication of nine commercial banks to allow for borrowings of up to $350.0 million for a period of five years (until February 20, 2013). During the three months ended March 31, 2008, the Company borrowed funds under its revolving facility using a range of interest rates based on both LIBOR and base rates plus their applicable margins. The range of these interest rates was from 3.50% to 5.25% during the quarter.

Note 6. Accounting for Stock-Based Compensation

Stock Incentive Plans

On June 25, 1999, the Company adopted the ICF Consulting Group, Inc., Management Stock Option Plan (the "1999 Plan"). The Plan provides for the granting of straight and incentive awards to employees of the Company to purchase shares of the Company's common stock. A total of 1,334,027 shares of common stock were originally reserved for issuance under the 1999 Plan. In May 2002, the Company amended the 1999 Plan to reserve an additional 238,313 shares for issuance. Prior to the Company's initial public offering. The exercise price for straight awards granted under the 1999 Plan was not to be less than $5.00 per share. The option price for incentive awards granted under the 1999 Plan is determined by the Compensation Committee of the Board of Directors based upon the fair market value of the Company's common stock on the date of grant. Awards are no longer being made under the 1999 Plan, and the 1999 Plan will expire in June 2009. A total of 8,009 shares remain ungranted under the plan.

Effective with the Company's initial public offering of stock in September 2006, a long-term equity incentive plan (the "2006 Plan") was adopted. The 2006 Plan permits the grant of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock, performance shares, performance units, and other incentive awards, including restricted stock units and cash incentives. Under the 2006 Plan, the Company may make awards of up to 1,000,000 shares, plus an annual increase on the first day of each of the Company's fiscal years, beginning in 2007, equal to the lesser of 3% of the number of outstanding shares of common stock outstanding as of January 1 or a lesser amount as determined by the Board of Directors (the "evergreen provision"). For 2008, the Board of Directors authorized an increase by an amount equal to one and one-half percent (1.5%) of the number of shares of the Registrant's common stock outstanding as of January 1, 2008. Under this evergreen provision, 416,241 additional shares were made available under the 2006 plan as of January 1, 2007, and 217,973 additional shares were made available under the 2006 plan as of January 1, 2008. Persons eligible to participate in the 2006 Plan include all officers and key employees of the Company, as determined by the Compensation Committee of the Board of Directors, and all non-employee directors.

Stock-Based Compensation

The Company recognized stock-based compensation expense of $1.7 million in the three months ended March 31, 2008, and $0.6 million in the three months ended March 31, 2007, which is included in indirect and selling expenses.

As of March 31, 2008, and March 31, 2007, there was $14.8 million and $8.0 million, respectively, of total unrecognized compensation cost related to unvested stock-based compensation agreements. Unrecognized compensation costs will be recognized over a three- to five-year period on a straight-line basis.

Stock Options

All stock options granted through 2006 were granted under an earlier plan. All stock options granted in 2007 were under the 2006 Plan. No stock options were granted during the three months ended March 31, 2008. The aggregate intrinsic value of options outstanding and exercisable at March 31, 2008, was approximately $10.5 million. The intrinsic value of the unvested options at March 31, 2008, was approximately $0.2 million.

In accordance with SFAS No. 123(R), *Share-Based Payment*, for periods beginning on or after January 1, 2006, excess tax benefits from the exercise of stock options are presented as financing cash flows. The excess tax benefits totaled approximately $0.6 million, and $0.9 million for the three months ended March 31, 2008, and March 31, 2007, respectively.

Compensation expense related to options under the fair value method was $0.1 million for the three months ended March 31, 2008 and negligible for the three months ended March 31, 2007. Unrecognized expense related to options was $1.0 million and $1.6 million for the three months ended March 31, 2008, and March 31, 2007, respectively.

The following table depicts stock option activity for the three months ended March 31, 2008:

	Options Outstanding	
	Shares	Weighted-Average Exercise Price
As of December 31, 2007	**1,043,561**	**$ 8.48**
Options granted in 2008	—	$ —
Options forfeited or cancelled	(1,000)	5.00
Options exercised	(88,405)	5.14
As of March 31, 2008	**954,156**	**$ 8.79**

Information regarding stock options outstanding as of March 31, 2008, is summarized below:

Range of Exercise Prices		Number Outstanding As of 3/31/2008	Weighted Average Remaining Contractual Term (yrs)	Weighted Average Exercise Price	Number Exercisable As of 03/31/08	Weighted Average Exercise Price
$5.00	$5.00	250,929	2.17	$5.00	250,929	$5.00
$6.00	$6.00	43,500	2.76	$6.00	43,500	$6.00
$6.10	$6.10	282,727	4.26	$6.10	282,727	$6.10
$7.34	$7.34	123,000	6.43	$7.34	123,000	$7.34
$9.05	$9.05	44,000	7.94	$9.05	44,000	$9.05
$18.31	$18.31	210,000	8.98	$18.31	70,001	$18.31
$5.00	$18.31	954,156	5.13	$8.79	814,157	$7.15

Restricted Stock Awards

Pursuant to the 2006 Plan, the Company issued 10,192 shares of restricted stock to two directors on March 14, 2008, which vest over three years on a straight-line basis. The grant date fair value of these restricted stock awards was $21.19 per share.

Compensation expense computed under the fair value method was $0.1 million for the three months ended March 31, 2008, and March 31, 2007. Unrecognized compensation expense related to restricted stock awards was approximately $0.8 million and $1.4 million for the three months ended March 31, 2008, and March 31, 2007, respectively.

Restricted Stock and Restricted Stock Units

Pursuant to the 2006 Plan, the Company awarded 21,257 restricted stock units ("RSUs") to employees during the three months ended March 31, 2008. The RSUs vest over three years on a straight-line basis. Upon vesting, the employee is issued one share of stock for each RSU he or she holds. The RSUs were valued based on the grant date value of a share of common stock. The weighted-average grant date fair value of the RSUs was $24.13 per share.

Compensation expense related to RSUs computed under the fair value method was $1.4 million and $0.5 million for the three months ended March 31, 2008, and March 31, 2007, respectively. Unrecognized expense related to RSUs was $12.9 million and $5.0 million for the three months ended March 31, 2008, and March 31, 2007, respectively.

The activity related to RSUs during the three months ended March 31, 2008, was as follows:

	Shares
Outstanding December 31, 2007	890,665
Granted	21,257
Vested	(667)
Forfeited	(6,300)
Outstanding March 31, 2008	904,955

Note 7. Income Taxes

On January 1, 2007, the Company adopted the provision of Financial Interpretation ("FIN") No. 48, *Accounting for Uncertainty in Income Taxes*. As a result of the implementation, the Company identified $0.8 million of unrecognized tax benefits ("UTB"), plus $0.1 million in accrued penalty and interest, and in accordance with the transition provisions of FIN 48, recorded a decrease to its beginning balance of retained earnings of $0.9 million.

For the three months ended March 31, 2008, the Company recorded $0.1 million UTB related to prior year acquisitions with an offsetting adjustment to goodwill. When added to the $2.2 million recorded in 2007, this resulted in a total amount of UTB of $2.3 million as of March 31, 2008.

Of the total UTB as of March 31, 2008, $0.9 million would affect the effective tax rate if recognized. The $1.4 million UTB related to acquisitions would not affect the effective tax rate if recognized, but would be a decrease to goodwill related to the acquired companies. The Company does not anticipate a significant increase or decrease to the total UTB during 2008. Our 2004 through 2007 tax years remain subject to examination by the IRS for U.S. federal tax purposes.

The Company recognized approximately $0.1 million of penalty and interest related to prior year tax positions, and has approximately $1.0 million of accrued penalty and interest at March 31, 2008. The Company has not yet determined the effect, if any, that the acquisition of Jones and Stokes will have on the amount of unrecognized tax benefits, but expects to make this determination by the end of 2008.

Note 8. Earnings Per Share

Basic earnings per share ("EPS") is computed by dividing reported net income by the weighted-average number of shares outstanding. Diluted EPS considers the potential dilution that could occur if common stock equivalents were exercised or converted into stock. The difference between the basic and diluted weighted-average equivalent shares with respect to the Company's EPS calculation is due entirely to the assumed exercise of stock options and the vesting of restricted stock and RSUs. The dilutive effect of stock options, restricted stock, and RSUs for each period reported is summarized below:

	Three Months Ended March 31,	
	2008	2007
Net Income	$ 7,815	$ 8,682
Weighted-average number of basic shares outstanding during the period	14,482	13,753
Dilutive effect of stock options, restricted stock and RSUs	697	662
Weighted-average number of diluted shares outstanding during the period	15,179	14,415
Basic earnings per share	$ 0.54	$ 0.63
Diluted earnings per share	$ 0.51	$ 0.60

Note 9. Recent Pronouncements

In September 2006, the FASB issued FASB Statement No. 157 ("SFAS No. 157"), *Fair Value Measurements*. SFAS No.157 proscribes a single definition of fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The accounting provisions of SFAS No. 157 will be effective for the Company beginning January 1, 2008. The adoption of SFAS No. 157 has had no material impact on the company's financial position, results of operations, or cash flows.

On February 15, 2007, the FASB issued FASB Statement No. 159 ("SFAS No. 159"), *The Fair Value Option for Financial Assets and Liabilities*, including an amendment of FASB Statement No. 115. SFAS No. 159 provides for the option to recognize most financial assets and liabilities and certain other items at fair value. SFAS No. 159 requires each company to provide additional information that will help investors and other users of financial statements more easily understand the effect of the company's choice to use fair value on its earnings. SFAS No. 159 is effective for the Company beginning January 1, 2008. The adoption of SFAS No. 159 has had no material impact on its financial statements and related disclosures.

In December 2007, the FASB issued FASB Statement No. 141(R), *Business Combinations* ("SFAS No. 141(R)"). SFAS No. 141(R) amends SFAS 141 and provides revised guidance for recognizing and measuring identifiable assets and goodwill acquired, liabilities assumed, and any noncontrolling interest in the acquiree. It also provides disclosure requirements to enable users of the financial statements to evaluate the nature and financial effects of the business combination. It is effective for the Company beginning January 1, 2009 and will be applied prospectively. To the extent the Company continues to make acquisitions, SFAS No. 141(R) could impact its future financial statements and related disclosures.

In December 2007, the FASB issued FASB Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51* ("SFAS No. 160"). SFAS No. 160 requires that ownership interests in subsidiaries held by parties other than the parent, and the amount of consolidated net income, be clearly identified, labeled, and presented in the consolidated financial statements. It also requires that once a subsidiary is deconsolidated, any retained noncontrolling equity investment in the former subsidiary be initially measured at fair value. Sufficient disclosures are required to identify and distinguish clearly between the interests of the parent and the interests of the noncontrolling owners. It is effective for the Company beginning January 1, 2009 and requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements shall be applied prospectively. The Company has no material existing minority interests and has determined that SFAS No. 160 will have no material effect on its future financial statements and related disclosures.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

Some of the statements in this Quarterly Report on Form 10-Q constitute forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. In some cases, you can identify these statements by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "should," "will," "would" or similar words. You should read statements that contain these words carefully because they discuss our future expectations, contain projections of our future results of operations or of our financial position, or state other forward-looking information. The factors described in our filings with the SEC, as well as any cautionary language in this Quarterly Report on Form 10-Q, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements, including but not limited to:

- changes in the spending priorities of our clients;
- failure by Congress or other governmental bodies to approve budgets in a timely fashion;
- our dependence on contracts with state and federal government agencies and departments for the majority of our revenue;
- performance by us and our subcontractors under a major contract with the State of Louisiana, Office of Community Development ("The Road Home contract");
- acceleration of performance and revenues under The Road Home contract, on the one hand, and significant audit risks associated with, and possible termination of, The Road Home contract, on the other hand;
- uncertainty as to what extent we will be able to replace the revenue generated by The Road Home contract as it winds down;
- results of government audits and investigations;
- an economic downturn in the air transportation or energy sectors;
- failure to receive the full amount of our backlog;
- loss of members of management or other key employees;
- difficulties implementing our acquisition strategy; and
- difficulties expanding our service offerings and client base.

Additional factors that may affect our results are discussed in our Annual Report on Form 10-K for the year ended December 31, 2007, in Part I, Item 1A, entitled "Risk Factors." Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to update these forward-looking statements, even if our situation changes in the future.

The terms "we", "our" and "us" as used throughout this Quarterly Report on Form 10-Q refer to ICF International, Inc. and its consolidated subsidiaries, unless otherwise indicated.

OVERVIEW

We provide management, technology and policy consulting and implementation services to government, commercial and international clients. We help our clients conceive, develop, implement and improve solutions that address complex economic, social and national security issues. Our services primarily address four key markets: energy and climate change; environment and infrastructure; health, human services and social programs; and homeland security and defense. Increased government involvement in virtually all aspects of our lives has created opportunities for us to resolve issues at the intersection of the public and private sectors. We believe that demand for our services will continue to grow as government, industry and other stakeholders seek to understand and respond to geopolitical and demographic changes, budgetary constraints, heightened environmental and social concerns, rapid technological changes, and increasing globalization. Our clients utilize our services because we combine diverse institutional knowledge and experience in their activities with the deep subject matter expertise of our highly educated staff, which we deploy in multi-disciplinary teams. Our federal government clients have included every cabinet-level department, including HHS, DoD, EPA, DHS, DOT, DOJ, HUD, and DOE. U.S. federal government clients generated approximately 33% of our revenue for the three months ended March 31, 2008, and approximately 27% of our revenue in the full year 2007. Our largest state and local government client is the state of Louisiana. State and local government clients generated approximately 52% of our revenue for the three months ended March 31, 2008, and approximately 65% of our revenue in the full year 2007. The Road Home contract accounted for approximately 47% of our revenue for the three months ended March 31, 2008, and approximately 63% of our revenue in the full year 2007. We also serve commercial and international clients, primarily in the air transportation and energy sectors, including airlines, airports, electric and gas utilities, oil companies, and law firms. Our commercial and international clients, including government clients outside the United States, generated approximately 15% of our revenue for the three months ended March 31, 2008, and 8% of our revenue in the full year 2007. We have successfully worked with many of these clients for decades, with the result that we have a unique and knowledgeable perspective on their needs.

We partner with our clients to solve complex problems and produce mission-critical results. Across our markets, we provide end-to-end services that deliver value throughout the entire life of a policy, program, project or initiative:

- **Advisory Services.** We help our clients analyze the policy, regulatory, technology, and other challenges facing them and develop strategies and plans for responding. Our advisory and management consulting services include needs and markets assessment, policy analysis, strategy and concept development, change management strategy, enterprise architecture, and program design.
- **Implementation Services.** We implement and manage technological, organizational, and management solutions for our clients, often based on the results of our advisory services. Our implementation services include information technology solutions, project and program management, project delivery, strategic communications, and training.
- **Evaluation and Improvement Services.** In support of advisory and implementation services, we provide evaluation and improvement services to help our clients increase the future efficiency and effectiveness of their programs. These services include program evaluation, continuous improvement initiatives, performance management, benchmarking, and return-on-investment analyses.

We have more than 3,000 employees, including many who are recognized thought leaders in their respective fields. We serve clients globally from our headquarters in the metropolitan Washington, D.C. area, our 28 domestic regional offices throughout the United States, and our five international offices in London, Moscow, New Delhi, Rio de Janeiro and Toronto.

OUTLOOK

In June 2006, our subsidiary, ICF Emergency Management Services, LLC, was awarded The Road Home contract. This contract was augmented in October 2006, and December 2007. As discussed below, The Road Home contract has had a significant impact on our results of operations beginning in the third quarter of 2006, accounting for approximately 63% of our revenue for all of 2007 and approximately 47% of our revenue for the three months ended March 31, 2008. The contract has a stated term of three years. However, due to the acceleration of the program, we expect the portion of the program for which there is funding may be substantially concluded during 2008. The acceleration of the program has also accelerated the pace at which we have earned fees compared to anticipated fee earnings over what had been expected to be a three-year program. This factor, together with the challenges of predicting the future timing of work by our numerous subcontractors, makes it especially difficult for us to forecast the revenues and earnings associated with the contract, and may accelerate to earlier periods our need to win new business to replace the revenues from the contract.

We do not expect to be able to replace the revenues derived from The Road Home contract solely with organic growth in our existing businesses or from different services, clients, practice areas, offices, geographic focus, or otherwise. As a result, our future results will depend in part on the success of our strategy to continue to make strategic acquisitions and successfully integrate those acquisitions. We announced the purchase of Z-Tech Corporation (“Z-Tech”) on June 28, 2007, SH&E on November 12, 2007, and Jones & Stokes on February 13, 2008. We are continuing to evaluate other acquisition opportunities, and at any given point in time we may be evaluating several such opportunities. There is no assurance that we will be able complete or successfully integrate additional acquisitions.

DESCRIPTION OF CRITICAL ACCOUNTING POLICIES

The preparation of our financial statements in accordance with US GAAP requires that we make estimates and judgments that affect the reported amount of assets, liabilities, revenue, and expenses, as well as the disclosure of contingent assets and liabilities. If any of these estimates or judgments proves to be incorrect, our reported results could be materially affected. Actual results may differ significantly from our estimates under different assumptions or conditions. We believe that the estimates, assumptions and judgments involved in the accounting practices described below have the greatest potential impact on our financial statements and therefore consider them to be critical accounting policies.

Revenue Recognition

We recognize revenue when persuasive evidence of an arrangement exists, services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. We enter into contracts that are either time-and-materials contracts, cost-based contracts, or fixed-price contracts.

Time-and-Materials Contracts. Revenue under time-and-materials contracts is recognized as costs are incurred. Revenue for time-and-materials contracts is recorded on the basis of allowable labor hours worked multiplied by the contract-defined billing rates, plus the costs of other items used in the performance of the contract. Profit and losses on time-and-materials contracts result from the difference between the cost of services performed and the contract-defined billing rates for these services.

Cost-Based Contracts. Revenue under cost-based contracts is recognized as costs are incurred. Applicable estimated profit, if any, is included in earnings in the proportion that incurred costs bear to total estimated costs. Incentives, award fees, or penalties related to performance are also considered in estimating revenue and profit rates based on actual and anticipated awards.

Fixed-Price Contracts. Revenue for fixed-price contracts is recognized when earned, generally as work is performed in accordance with the provisions of SEC Staff Accounting Bulletin No. 104, *Revenue Recognition*. Services performed vary from contract to contract and are not uniformly performed over the term of the arrangement. Revenue on certain fixed-price contracts is recorded each period based on contract costs incurred to date compared with total estimated costs at completion (cost-to-cost method). Performance is based on the ratio of costs incurred to total estimated costs where the costs incurred represent a reasonable surrogate for output measures of contract performance, including the presentation of deliverables to the client. Progress on a contract is matched against project costs and costs to complete on a periodic basis. Clients are obligated to pay as services are performed, and in the event that a client cancels the contract, payment for services performed through the date of cancellation is negotiated with the client. Revenue on certain fixed-price contracts is recognized ratably over the period benefited. Revenue on certain other fixed-price contracts is recorded based on units delivered to the customer multiplied by the contract-defined unit price.

Revenue recognition requires us to use judgment relative to assessing risks, estimating contract revenue and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of our contracts, the estimation of revenue and cost at completion can be complicated and is subject to many variables. Contract costs include labor, subcontracting costs and other direct costs, as well as allocation of allowable indirect costs. We must also make assumptions regarding the length of time to complete the contract because costs also include expected increases in wages, prices for subcontractors, and other direct costs. From time to time, facts develop that require us to revise our estimated total costs and revenue on a contract. To the extent that a revised estimate affects contract profit or revenue previously recognized, we record the cumulative effect of the revision in the period in which the facts requiring the revision become known. Provision for the full amount of an anticipated loss on any type of contract is recognized in the period in which it becomes probable and can be reasonably estimated. As a result, operating results could be affected by revisions to prior accounting estimates.

We generate invoices to clients in accordance with the terms of the applicable contract, which may not be directly related to the performance of services. Unbilled receivables are invoiced based upon the achievement of specific events as defined by each contract including deliverables, timetables, and incurrence of certain costs. Unbilled receivables are classified as a current asset. Advanced billings to clients in excess of revenue earned are recorded as deferred revenue until the revenue recognition criteria are met. Reimbursements of out-of-pocket expenses are included in revenue with corresponding costs incurred by us included in cost of revenue.

From time to time, we may proceed with work based on client direction prior to the completion and signing of formal contract documents. We have a formal review process for approving any such work. Revenue associated with such work is recognized only when it can reliably be estimated and realization is probable. We base our estimates on a variety of factors, including previous experiences with the client, communications with the client regarding funding status, and our knowledge of available funding for the contract.

Goodwill and the Amortization of Intangible Assets

Costs in excess of the fair value of tangible and identifiable intangible assets acquired and liabilities assumed in a business combination are recorded as goodwill, in accordance with SFAS No. 141, *Business Combinations.* Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but are instead reviewed annually (or more frequently if impairment indicators arise) for impairment in accordance with the provisions of SFAS No. 142, *Goodwill and Other Intangible Assets.* SFAS No. 142 also requires that intangible assets with estimable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment in accordance with SFAS No. 144, *Accounting for Impairment or Disposal of Long-lived Assets.*

We have elected to perform the annual goodwill impairment review as of September 30 of each year during the fourth quarter. Based upon management's most recent review, including a valuation report issued by an investment bank, we determined that no goodwill impairment charge was required for 2007. Historically, there have been no goodwill impairment charges recorded by the Company.

We follow the provisions of SFAS No. 144 in accounting for impairment or disposal of long-lived assets. SFAS No. 144 requires that long-lived assets and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset might not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less cost to sell.

New Accounting Standards

In September 2006, the FASB issued FASB Statement No. 157 ("SFAS No. 157"), *Fair Value Measurements*. SFAS No.157 proscribes a single definition of fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The accounting provisions of SFAS No. 157 will be effective for the Company beginning January 1, 2008. The adoption of SFAS No. 157 has had no material impact on the Company's financial position, results of operations, or cash flow.

On February 15, 2007, the FASB issued FASB Statement No. 159 ("SFAS No. 159"), *The Fair Value Option for Financial Assets and Liabilities*, including an amendment of FASB Statement No. 115. SFAS No. 159 provides for the option to recognize most financial assets and liabilities and certain other items at fair value. SFAS No. 159 requires each company to provide additional information that will help investors and other users of financial statements more easily understand the effect of the company's choice to use fair value on its earnings. SFAS No. 159 is effective for us beginning January 1, 2008. The adoption of SFAS No. 159 has had no material impact on its financial statements and related disclosures.

In December 2007, the FASB issued FASB Statement No. 141(R), *Business Combinations* ("SFAS No. 141(R)"). SFAS No. 141(R) amends SFAS 141 and provides revised guidance for recognizing and measuring identifiable assets and goodwill acquired, liabilities assumed, and any noncontrolling interest in the acquiree. It also provides disclosure requirements to enable users of the financial statements to evaluate the nature and financial effects of the business combination. It is effective for the Company beginning January 1, 2009 and will be applied prospectively. To the extent the Company continues to make acquisitions, SFAS No. 141(R) could impact its future financial statements and related disclosures.

In December 2007, the FASB issued FASB Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51* ("SFAS No. 160"). SFAS No. 160 requires that ownership interests in subsidiaries held by parties other than the parent, and the amount of consolidated net income, be clearly identified, labeled, and presented in the consolidated financial statements. It also requires that once a subsidiary is deconsolidated, any retained noncontrolling equity investment in the former subsidiary be initially measured at fair value. Sufficient disclosures are required to identify and distinguish clearly between the interests of the parent and the interests of the noncontrolling owners. It is effective for the Company beginning January 1, 2009 and requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements shall be applied prospectively. We have no existing minority interests, and we have determined that it will have no material effect on our future financial statements and related disclosures.

DIRECT COSTS

Direct costs consist primarily of costs incurred to provide services to clients, the most significant of which include employee salaries and wages, plus associated fringe benefits, relating to specific client engagements. Direct costs also include the costs of subcontractors and outside consultants, third-party materials and any other related direct costs, such as travel expenses.

We generally expect the ratio of direct costs as a percentage of revenue to decline when our own labor increases relative to subcontracted labor or outside consultants. Conversely, as subcontracted labor or outside consultants for clients increase relative to our own labor, we expect the ratio to increase.

Changes in the mix of services and other direct costs provided under our contracts can result in variability in our direct costs as a percentage of revenue. For example, if we are successful in our strategy to increase the proportion of our work in the area of implementation (as in the case of The Road Home contract), we expect that more of our services will be performed in client-provided facilities and/or with dedicated staff. Such work generally has a higher proportion of direct costs than much of our current advisory work, and we anticipate that higher utilization of such staff will decrease the amount of indirect expenses. In addition, to the extent we are successful in winning larger contracts, our own labor services component could decrease because larger contracts typically are broader in scope and require more diverse capabilities, potentially resulting in more subcontracted labor, increased other direct costs, and lower margins. Although these factors could lead to a higher ratio of direct costs as a percentage of revenue, the economics of these larger jobs are nonetheless generally favorable because they increase income, broaden our revenue base, and have a favorable return on invested capital.

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OPERATING COSTS AND EXPENSES

Our operating costs and expenses consist of indirect and selling expenses, including non-cash compensation, and depreciation and amortization.

Indirect and Selling Expenses

Indirect and selling expenses include our management, facilities, and infrastructure costs for all employees, as well as salaries and wages, plus associated fringe benefits, not directly related to client engagements. Among the functions covered by these expenses are marketing, business and corporate development, bids and proposals, facilities, information technology and systems, contracts administration, accounting, treasury, human resources, legal, corporate governance, and executive and senior management. We include all of our cash incentive compensation in this item, as well as non-cash incentive compensation such as stock-based compensation provided to employees whose compensation and other benefit costs are included in both direct costs and indirect and selling expenses.

Non-Cash Compensation

The Company recognized stock-based compensation expense of $1.7 million in the three months ended March 31, 2008, which is included in indirect and selling expenses. There was stock-based compensation expense of $0.6 million in the three months ended March 31, 2007.

As of March 31, 2008, there was $14.8 million of total unrecognized compensation cost related to unvested stock-based compensation. These unrecognized compensation costs are expected to be recognized over a three- to five-year period on a straight-line basis.

Depreciation and Amortization

Depreciation and amortization include the depreciation of computers, furniture, and other equipment; the amortization of the costs of software we use internally; leasehold improvements; and the amortization of intangible assets arising from acquisitions.

INCOME TAX EXPENSE

Our effective tax rate of 41.9% for the three months ended March 31, 2008, was higher than the statutory tax rate primarily due to permanent tax differences related to expenses not deductible for tax purposes.

RESULTS OF OPERATIONS

Three Months ended March 31, 2008, compared to Three Months ended March 31, 2007

The following table sets forth certain items from our unaudited consolidated statements of operations and the period-over-period rate of change in each of them and expresses these items as a percentage of revenue for the periods indicated.

	Three Months Ended March 31,				Year-to-Year Change Three Months Ended March 31, 2007 to 2008	
	2008	2007	2008	2007	Dollars (In Thousands)	Percent
	Dollars (In Thousands)		Percentages			
Revenue	$175,148	$151,713	100.0%	100.0%	$ 23,435	15.4%
Direct Costs	120,407	108,152	68.7%	71.3%	12,255	11.3%
Operating Expenses						
Indirect and selling expenses	37,237	27,734	21.3%	18.3%	9,503	34.3%
Depreciation and amortization	2,783	1,167	1.6%	0.8%	1,616	138.5%
Total Operating Expenses	40,020	28,901	22.9%	19.1%	11,119	38.5%
Earnings (loss) from Operations	14,721	14,660	8.4%	9.6%	61	0.4%
Other (Expense) Income						
Interest expense	(1,210)	(324)	(0.7)%	(0.2)%	(886)	273.5%
Other	(50)	278	—	0.2%	(328)	-118.0%
Income (loss) before Income Taxes	13,461	14,614	7.7%	9.6%	(1,153)	-7.9%
Income Tax Expense	5,646	5,932	3.2%	3.9%	(286)	-4.8%
Net Income	$ 7,815	$ 8,682	4.5%	5.7%	$ (867)	-10.0%

Revenue. Revenue for the three months ended March 31, 2008, was $175.1 million, compared to $151.7 million for the three months ended March 31, 2007, representing an increase of $23.4 million or 15.4%. The increase was primarily due to increased revenue associated with the acquisitions of Z-Tech, SH&E and Jones & Stokes, whose results are included in operating results for the three months ended March 31, 2008, but not included in the operating results of the comparable period last year. Revenue for The Road Home contract for the three months ended March 31, 2008, was $82.9 million, compared to $96.8 million for the three months ended March 31, 2007, representing a decrease of $13.9 million. The decrease in The Road Home contract was partially offset by $11.2 million growth in other contracts.

Direct costs. Direct costs for the three months ended March 31, 2008, were $120.4 million, or 68.7% of revenue, compared to $108.2 million, 71.3% of revenue, for the three months ended March 31, 2007. This increase resulted primarily from direct costs associated with the acquisitions of Z-Tech, SH&E, and Jones & Stokes, whose results are included in operating results for the three months ended March 31, 2008, but not included in the operating results of the comparable period last year. The decrease in direct costs for The Road Home contract for the three months ended March 31, 2008 was offset by a commensurate increase in direct costs for other contracts. The decrease in direct costs as a percentage of revenue was primarily attributable to the decrease in work subcontracted to other parties on The Road Home contract, and the higher level of direct labor as a percentage of revenue of the acquired companies.

Indirect and selling expenses. Indirect and selling expenses for the three months ended March 31, 2008, were $37.2 million, or 21.3% of revenue, compared to $27.7 million, or 18.3% of revenue for the three months ended March 31, 2007. The increase in indirect and selling expenses was due principally to indirect costs associated with the operations of Z-Tech, SH&E, and Jones & Stokes. The increase in indirect and selling expenses as a percentage of revenue for the three months ended March 31, 2008, was primarily attributable to the addition of the three acquisitions noted above. A non-recurring one-time credit of approximately $900,000, related to a reduction of our headquarters facility costs, was taken in the first quarter of 2008.

Depreciation and amortization. Depreciation and amortization for the three months ended March 31, 2008, was $2.8 million, or 1.6% of revenue, compared to $1.2 million, or 0.8% of revenue for the three months ended March 31, 2007. This 138.5% increase in depreciation and amortization resulted primarily from the amortization of intangible assets recorded as a result of our acquisitions in June 2007 of Z-Tech, in December 2007 of SH&E, and February 2008 of Jones & Stokes.

Earnings from Operations. For the three months ended March 31, 2008, earnings from operations were $14.7 million, or 8.4% of revenue, compared to $14.7 million, or 9.6% of revenue for the three months ended March 31, 2007. Earnings from operations as a percentage of revenue decreased primarily due to the additional indirect expenses and the amortization related to the intangible assets associated with the acquisitions of Z-Tech, SH&E, and Jones & Stokes and an increase in non-cash compensation.

Interest expense. For the three months ended March 31, 2008, net interest expense was $1.2 million, compared to less than $0.3 million for the three months ended March 31, 2007. The substantial increase was due primarily to an increase in debt associated with the acquisitions noted above.

Income tax expense. Our effective income tax rate for the three months ended March 31, 2008, was 41.9% compared to 40.6% for the three months ended March 31, 2007. The effective rates were higher than the statutory rates due to permanent tax differences related to expenses not deductible for tax purposes. The lower effective tax rate in 2007 was attributable to non-recurring federal tax credits.

SELECTED KEY METRICS

Revenue

We earn revenue from services that we provide to government and commercial clients in four key markets:

- energy and climate change;
- environment and infrastructure;
- health, human services and social programs; and
- homeland security and defense.

The following table shows our revenue from each of our four markets as a percentage of total revenue for the periods indicated. For each client, we have attributed all revenue from that client to the market we consider to be the client's primary market, even if a portion of that revenue relates to a different market. The Road Home contract is classified in our health, human services and social programs market. The SH&E and Jones & Stokes revenues are classified in our environment and infrastructure market.

	Three Months Ended March 31, 2008	Three Months Ended March 31, 2007
Energy and climate change	10%	9%
Environment and infrastructure	19%	8%
Health, human services and social programs	62%	74%
Homeland security and defense	9%	9%
Total	100%	100%

Our primary clients are the State of Louisiana and agencies and departments of the U.S. federal government. The following table shows our revenue by type of client as a percentage of total revenue for the periods indicated.

	Three Months Ended March 31,	
	2008	2007
U.S. state and local government	52%	66%
U.S. federal government	33%	27%
Domestic commercial	10%	5%
International	5%	2%
Total	100%	100%

Contract Mix

Our contracts with clients include time-and-materials contracts, cost-based contracts (including cost-based fixed fee, cost-based award fee and cost-based incentive fee, as well as grants and cooperative agreements), and fixed-price contracts. Our contract mix varies from year to year due to numerous factors, including our business strategies and the procurement activities of our clients. Unless the content requires otherwise, we use the term "contracts" to refer to contracts and any task orders or delivery orders issued under a contract. The following table shows our revenue from each of these types of contracts as a percentage of total revenue for the periods indicated.

	Three Months Ended March 31,	
	2008	2007
Time-and-materials	66%	53%
Cost-based	10%	9%
Fixed-price	24%	38%
Total	100%	100%

Time-and-materials contracts. Under time-and-materials contracts, we are paid for labor at fixed hourly rates and generally reimbursed separately for allowable materials, other direct costs and out-of-pocket expenses. Our actual labor costs may vary from the expected costs that formed the basis for our negotiated hourly rates if we utilize different employees than anticipated, need to hire additional employees at higher wages, increase the compensation paid to existing employees, or are able to hire employees at lower-than-expected rates. Our non-labor costs, such as fringe benefits, overhead and general and administrative costs, also may be higher or lower than we anticipated. To the extent that our actual labor and non-labor costs under a time-and-materials contract vary significantly from our expected costs or the negotiated hourly rates, we can generate more or less than the targeted amount of profit or, perhaps, a loss.

Cost-based contracts. Under cost-based contracts, we are paid based on the allowable costs we incur, and usually receive a fee. All of our cost-based contracts reimburse us for our direct labor and fringe-benefit costs that are allowable under the contract, but many limit the amount of overhead and general and administrative costs we can recover, which may be less than our actual overhead and general and administrative costs. In addition, our fees are constrained by fee ceilings and in certain cases, such as with grants and cooperative agreements, we may receive no fee. Because of these limitations, our cost-based contracts, on average, are our least profitable type of contract and we may generate less than the expected return. Cost-based fixed fee contracts specify the fee to be paid. Cost-based incentive fee and cost-based award fee contracts provide for increases or decreases in the contract fee, within specified limits, based upon actual results as compared to contractual targets for factors such as cost, quality, schedule, and performance.

Fixed-price contracts. Under fixed-price contracts, we perform specific tasks for a pre-determined price. Compared to time-and-materials and cost-based contracts, fixed-price contracts involve greater financial risk because we bear the full impact of labor and non-labor costs that exceed our estimates, in terms of costs per hour, number of hours, and all other costs of performance, in return for the full benefit of any cost savings. We therefore may generate more or less than the targeted amount of profit or, perhaps, a loss.

Contract Backlog

We define *total backlog* as the future revenue we expect to receive from our contracts and other engagements. We generally include in backlog the estimated revenue represented by contract options that have been priced, though not exercised. We do not include any estimate of revenue relating to potential future delivery orders that might be awarded under our General Services Administration Multiple Award Schedule contracts, other Indefinite Delivery/Indefinite Quantity ("IDIQ") contracts, or other contract vehicles that are also held by a large number of firms, and under which potential future delivery orders or task orders might be issued by any of a large number of different agencies and are likely to be subject to a competitive bidding process. We do, however, include potential future work expected to be awarded under IDIQ contracts that are available to be utilized by a limited number of potential clients and are held either by us alone or by a limited number of firms.

We include expected revenue in *funded backlog* when we have been authorized by the client to proceed under a contract up to the dollar amount specified by our client, and this amount will be owed to us under the contract after we provide the services pursuant to the authorization. If we do not provide services authorized by a client prior to the expiration of the authorization, we remove amounts corresponding to the expired authorization from backlog. We do include expected revenue under an engagement in funded backlog when we do not have a signed contract if we have received client authorization to begin or continue working and we expect to sign a contract for the engagement. In this case, the amount of funded backlog is limited to the amount authorized. Our funded backlog does not represent the full revenue potential of our contracts because government clients, and sometimes other clients, generally authorize work under a particular contract on a yearly or more frequent basis, even though the contract may extend over a number of years. Most of the services we provide to commercial clients are provided under contracts with relatively short durations that authorize us to provide services and, as a consequence, our backlog attributable to these clients is typically reflected in funded backlog and not in unfunded backlog.

We define *unfunded backlog* as the difference between total backlog and funded backlog. Our revenue estimates for purposes of determining unfunded backlog for a particular contract are based, to a large extent, on the amount of revenue we have recently recognized on that contract, our experience in utilizing contract capacity on similar types of contracts, and our professional judgment. Our revenue estimate for a contract included in backlog is sometimes lower than the revenue that would result from our client utilizing all remaining contract capacity.

Although we expect our contract backlog to result in revenue, the timing of revenue associated with both funded and unfunded backlog will vary based upon a number of factors, and we may not recognize revenue associated with a particular component of backlog when anticipated, or at all. Our government clients generally have the right to cancel any contract, or ongoing or planned work under any contract, at any time. In addition, there can be no assurance that revenue from funded or unfunded backlog will have similar profitability to previous work or will be profitable at all. Generally speaking, we believe the risk that a particular component of backlog will not result in future revenue is higher for unfunded backlog than for funded backlog.

Our estimates of funded, unfunded and total backlog at the dates indicated were as follows:

	March 31,	
	2008	2007
	(in millions)	
Funded	$528.3	$677.3
Unfunded	$316.7	$224.9
Total	$845.0	$902.2

The backlog estimates at March 31, 2008, included an estimated funded backlog of $253.7 million associated with The Road Home contract, and $82.0 million of backlog associated with Jones & Stokes. Backlog for SH&E is not included in the totals.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Financial Condition. Contract receivables, net, decreased to $161.2 million as of March 31, 2008, compared to $190.2 million as of December 31, 2007, due to a reduction in the amount of account receivables under The Road Home contract, offset by the addition of account receivables from the addition of Jones & Stokes. The other significant change in our assets from December 31, 2007, was an increase in goodwill from $159.5 million to $201.9 million as of March 31, 2008, resulting from our acquisition of Jones & Stokes.

Our current liabilities decreased to $123.7 million as of March 31, 2008, from $165.2 million as of December 31, 2007, due primarily to a $32.6 million decrease in accounts payable, and a $5.1 million decrease in accrued expenses. Both of these decreases were primarily attributable to activity levels (including those of subcontractors) under The Road Home contract, offset by the addition of current liabilities from Jones & Stokes. Long-term debt increased by $45.8 million primarily due to the cash purchase of Jones & Stokes.

Liquidity. Short-term liquidity requirements are created by our use of funds for working capital, capital expenditures, and the need to provide any debt service. We expect to meet these requirements through a combination of cash flow from operations and borrowings under our Second Amended and Restated Credit Agreement.

We anticipate that our long-term liquidity requirements, including any further acquisitions, will be funded through a combination of cash flow from operations, borrowings under our Second Amended and Restated Credit Agreement, additional secured or unsecured debt, or the issuance of common or preferred stock, each of which may be initially funded through borrowings under our Second Amended and Restated Credit Agreement.

Under the terms of our Second Amended and Restated Credit Agreement, we are required to comply with financial and non-financial covenants. We were in compliance with all such covenants as of March 31, 2008.

Cash and Cash Equivalents. We consider cash on deposit and all highly liquid investments with original maturities of three months or less to be cash and cash equivalents. Cash and cash equivalents, including marketable securities, was $2.6 million and $1.3 million on March 31, 2008, and March 31, 2007, respectively.

Credit Facility and Borrowing Capacity. On February 14, 2008, we and our lenders agreed to a sixth amendment to our Amended and Restated Credit Agreement, which increased our revolving line of credit from $115.0 million to $125.0 million and included consent from our lenders for us to acquire Jones & Stokes. On February 20, 2008, we signed the Second Amended and Restated Business Loan and Security Agreement with a syndication of nine commercial banks to allow for borrowings of up to $350.0 million for a period of five years (until February 20, 2013). This revised credit facility provides for borrowings on a revolving line of credit up to $275.0 million without a borrowing base requirement, subject to the Company's compliance with both financial and non-financial covenants. The revised credit facility also provides for an "accordion feature," which permits additional revolving credit commitments up to $75.0 million under the same terms and conditions as the existing revolving line of credit, subject to lenders' approval. This agreement also provides pre-approval of our lenders for us to acquire other companies each with a purchase price up to $75.0 million if certain conditions are met, lowers our interest rate pricing grid, and provides less restrictive financial and non-financial covenants than our previous agreement.

Cash Flow. The following table sets forth our sources and uses of cash for the three months ended March 31, 2008, and March 31, 2007:

	Three Months Ended	
	March 31, 2008	March 31, 2007
	(in thousands)	
Net cash provided by (used in) operations	$ 6,090	$ (6,989)
Net cash used in investing activities	(51,951)	(14,469)
Net cash provided by financing activities	45,715	19,723
Effect of exchange rate on cash	(20)	12
Net decrease in cash	$ (166)	$ (1,723)

Our operating cash flow is primarily affected by the overall profitability of our contracts, our ability to invoice and collect from our clients in a timely manner, and our ability to manage our vendor payments. We bill most of our clients monthly after services are rendered. Operating activities provided cash of $6.1 million in the three months ended March 31, 2008, and operating activities used $7.0 million of cash in the three months ended March 31, 2007. Cash flows from operating activities for the first three months of 2008 were positively impacted by our profitability and a large decrease in contract receivables, which was offset by an increase in our subcontract and vendor payments.

Investing activities used cash of $52.0 million for the three months ended March 31, 2008, compared to $14.5 million for the three months ended March 31, 2007. The cash used in investing activities for the first three months of 2008, was primarily for payments for the acquisition of Jones & Stokes. The cash used in investing activities for the first three months of 2007, was primarily for our acquisition of Energy and Environmental Analysis, Inc. ("EEA"), and Advanced Performance Consulting Group, Inc. ("APCG").

For the three months ended March 31, 2008, cash flow provided by financing activities of $45.7 million was attributable primarily to a $45.8 million in net debt advances from our revolving line, which was used to fund acquisition of Jones & Stokes. The acquisitions of EEA and APCG in the first three months of 2007 were the primary uses of the $19.7 million in financing activities in that period.

OFF-BALANCE SHEET ARRANGEMENTS AND CONTRACTUAL OBLIGATIONS

For the three months ended March 31, 2008, we did not have any off-balance sheet arrangements.

CONTRACTUAL OBLIGATIONS

The following table summarizes our contractual obligations as of March 31, 2008, that require us to make future cash payments. For contractual obligations, we included payments that we have an unconditional obligation to make. Excluded from the following table are amounts already recorded on our balance sheet as liabilities at March 31, 2008.

		Payments due by Period (In thousands)			
	Total	Less than 1 year	Years 2 and 3	Years 4 and 5	After 5 Years
Rent of facilities	$79,541	$16,827	$30,493	$20,021	$12,200
Operating lease obligations	$ 4,884	$ 2,178	$ 2,251	$ 455	$ —
Total	$84,425	$19,005	$32,744	$20,476	$12,200

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in the disclosures discussed in the section entitled “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2007.

Item 4. Controls and Procedures

Disclosure Controls and Procedures and Internal Controls Over Financial Reporting. As of March 31, 2008, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our “disclosure controls and procedures,” as such term is defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (“Exchange Act”). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective for the purpose of ensuring that the information required to be disclosed in our reports filed with the SEC under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and (2) accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. There have been no significant changes in our internal controls over financial reporting during the period covered by this Quarterly Report on Form 10-Q or, to our knowledge, in other factors that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

Limitations on the Effectiveness of Controls. Control systems, no matter how well conceived and operated, are designed to provide a reasonable, but not an absolute, level of assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we are involved in various legal matters and proceedings concerning matters arising in the ordinary course of business. We currently believe that any ultimate liability arising out of these matters and proceedings will not have a material adverse effect on our financial position, results of operations, or cash flows.

Item 1A. Risk Factors

There have been no material changes in those risk factors discussed in the section entitled “Risk Factors” disclosed in Part I, Item IA of our Annual Report on Form 10-K for the year ended December 31, 2007. The risks described in our Annual Report on Form 10-K are not the only risks that we encounter. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuances of Common Stock. There have been no changes to the “Recent Sales of Unregistered Securities” disclosed in Part II, Item 5 of our Annual Report on Form 10-K for the year ended December 31, 2007, other than a total of 1,925 shares of unregistered stock, valued at approximately $30,597, issued to five directors of the Company during the three months ended March 31, 2008, in lieu of cash for director fee compensation. The issuance of these shares is exempt under Section 4(2) of the Securities Act of 1933, as amended.

Grants of Restricted Stock. On March 14, 2008, we issued 10,192 shares of restricted common stock to two directors, valued at $215,968.

Purchase of Equity. In March 2008, 608 shares of common stock were purchased for $13,789 in exchange for the payment of withholding taxes due upon the exercise of options and the vesting of restricted stock. The average fair value of the common stock was $22.68 per share.

Item 3. Defaults Upon Senior Securities

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

None

Item 6. Exhibits

Exhibit Number	Exhibit
10.1	Restricted Stock Award Agreement dated March 14, 2008 between the Registrant and Eileen O’Shea Auen.
10.2	Restricted Stock Award Agreement dated March 14, 2008 between the Registrant and Richard M. Feldt.
10.3	ICF International, Inc. Nonqualified Deferred Compensation Plan.
31.1	Certificate of the Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a).
31.2	Certificate of the Principal Financial and Accounting Officer Pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a).
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

		ICF INTERNATIONAL, INC.
May 12, 2008	By:	/s/ SUDHAKAR KESAVAN Sudhakar Kesavan Chairman, President and Chief Executive Officer (Principal Executive Officer)
May 12, 2008	By:	/s/ ALAN R. STEWART Alan R. Stewart Chief Financial Officer and Assistant Corporate Secretary (Principal Financial and Accounting Officer)

Exhibit 10.1

ICF INTERNATIONAL, INC.
RESTRICTED STOCK AWARD AGREEMENT

(Non-Employee Director Award)

This Restricted Stock Award Agreement (this "Agreement") is by and between ICF International, Inc., a Delaware corporation (the "Corporation"), and Eileen O'Shea Auen (the "Participant"), a non-employee director of the Corporation, and is effective as of the closing of business on March 14, 2008 (the "Effective Date").

1. Award of Restricted Stock. Subject to the provisions of the ICF International, Inc. 2006 Long-Term Equity Incentive Plan (the "Plan") and this Agreement, the Corporation hereby grants to the Participant Fix Thousand Ninety Six (5,096) shares (the "Award") of the Corporation's Common Stock, par value $0.001 per share (the "Common Stock"), to which the restrictions referred to in Section 2 (the "Vesting Conditions") attach (the "Restricted Stock").

2. Vesting Conditions.

(a) Vesting Schedule. The Restricted Stock shall be initially unvested (the unvested shares of Restricted Stock are referred to in this Agreement as the "Unvested Shares") and shall vest, if at all, as provided in this Section 2 over a three (3) year period measured from the Effective Date (the "Vesting Period"). Except as otherwise provided in Section 2(c) below, thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest upon the date that is 366 days after the Effective Date, thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest on the second anniversary of the Effective Date, and thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest on the third anniversary of the Effective Date (each, a "Vesting Date").

(b) Rounding. The number of shares of Restricted Stock vesting as of a particular Vesting Date shall be rounded down to the nearest whole share; provided, however, that all remaining Unvested Shares shall vest completely on the final Vesting Date.

(c) Other Vesting. Notwithstanding anything to the contrary contained in this Section 2, all of the Restricted Stock shall vest immediately upon the occurrence of a Change in Control (as defined in Section 8 hereof) of the Corporation at any time prior to the satisfaction of the Vesting Conditions.

3. Rights During Vesting Period. The Participant generally shall have the rights and privileges of a stockholder as to the Restricted Stock, including the right to receive cash dividends and the right to vote. However, notwithstanding any other provision hereof, the following restrictions shall apply to shares of Restricted Stock prior to satisfaction of the Vesting Conditions as to those shares: (a) the Participant shall not be entitled to delivery of a certificate for the Restricted Stock until the satisfaction of the Vesting Conditions; (b) none of the Restricted Stock may be sold, transferred (except by will or the laws of descent and distribution), assigned, pledged or otherwise encumbered or disposed of prior to satisfaction of the Vesting Conditions; and (c) except as otherwise expressly provided herein and in the Plan, the Participant shall forfeit and immediately transfer back to the Corporation without

payment all of the Restricted Stock, and all rights of the Participant to such Restricted Stock shall terminate without further obligation on the part of the Corporation, if and when the Participant ceases to be a director of the Corporation prior to the satisfaction of the Vesting Conditions. As a condition of the Award, the Corporation may require the Participant to deliver to the Corporation a duly signed stock power, endorsed in blank, with respect to the shares of Common Stock subject to the Award.

4. Satisfaction of Vesting Conditions. Upon the satisfaction of the Vesting Conditions as to particular shares of Restricted Stock, the restrictions on the applicable number of shares of Restricted Stock shall terminate and a stock certificate for such number of shares of Common Stock shall be delivered, free and clear of all such restrictions, to the Participant or, subject to Section 5, the Participant's beneficiary or estate, as the case may be, subject to the provisions of Sections 7 and 8(e). The Corporation shall not be required to deliver any fractional share of Common Stock, but will pay, in lieu thereof, the fair market value of such fractional share to the Participant or the Participant's beneficiary or estate, as the case may be. The Corporation shall pay any original issue tax that may be due upon the issuance of the Restricted Stock and all other costs incurred by the Corporation in issuing such shares of Common Stock.

5. Nontransferability of Restricted Stock. The Restricted Stock is not transferrable by the Participant prior to the satisfaction of the Vesting Conditions except by will or the laws of descent and distribution. Without limiting the generality of the foregoing, prior to the expiration of the Vesting Conditions, the Award and Restricted Stock may not be sold, transferred except as aforesaid, assigned, pledged, or otherwise encumbered or disposed of, shall not be assignable by operation of law, and shall not be subject to execution, attachment or similar process. Any attempted sale, transfer, pledge, assignment or other encumbrance or disposition of the Restricted Stock contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Restricted Stock, shall be null and void and without effect.

6. Reorganization or Liquidation of the Corporation. In the event the Corporation is succeeded by another corporation in a reorganization, which term includes a merger, consolidation, acquisition of all or substantially all of the assets or voting stock of the Corporation, or other extraordinary transaction with similar effect, the Participant shall be entitled to receive (subject to any required action by stockholders) such securities of the surviving or resulting corporation or other consideration as the board of directors of such corporation shall determine to be as nearly equivalent as practicable to the nearest whole number and class of shares of stock or other securities or other consideration to which the Participant would have been entitled under the terms of such reorganization (without adjustment for any fractional interest thereby eliminated), as if, immediately prior to such event, the Participant had been the holder of record of the number of shares of Common Stock which were then Restricted Stock without any restriction whatsoever. Any such shares of stock or other securities issued to the Participant in connection with any such reorganization shall, after any such reorganization, be deemed to be Restricted Stock for all purposes of this Agreement and the Plan.

7. Compliance with Securities Laws; Legend on Share Certificates.

(a) As of the Effective Date, the Restricted Stock has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under any applicable state securities laws (the Securities Act and such state laws being hereinafter sometimes referred to as the "Securities Laws"). The Restricted Stock shall not be transferrable except pursuant to the provisions of the Securities Laws. The Participant represents that the Participant (i) is acquiring the Restricted Stock for the Participant's own account and not with a view to reselling, splitting, sharing or otherwise participating in a distribution thereof in violation of any Securities Laws, (ii) understands that the effect of such representation is that the Restricted Stock must be held indefinitely unless subsequently registered under the Securities Laws or an exemption from such registration is available at the time of any proposed sale or other transfer thereof, (iii) understands that the Corporation is under no obligation to register the Restricted Stock for resale, and (iv) is fully familiar with the circumstances under which the Participant is required to hold the Restricted Stock and the limitations upon transfer or other disposition thereof.

(b) The Participant agrees that each certificate for the Restricted Stock shall be stamped or otherwise imprinted with legends in substantially the following forms:

> (i) The shares represented hereby have not been registered under the Securities Act of 1933, as amended (the "Act"), or under the state securities or blue sky laws of any state. Such shares may not be sold or transferred except pursuant to an effective registration statement under the Act or an opinion of counsel satisfactory to the Corporation that such registration is not required.
>
> (ii) The sale or other transfer of the shares represented hereby is subject to certain restrictions contained in a certain Restricted Stock Award Agreement by and between the registered owner and ICF International, Inc., as the same may be amended from time to time, to which reference is hereby made for a full statement of provisions thereof. A copy of said Agreement will be furnished to any stockholder on request and writing in without charge.

8. Change of Control. As used herein, a "Change in Control" of the Corporation means, and shall be deemed to have occurred upon, any of the following events:

(a) The acquisition by any person (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof, including a group as defined in Section 13(d) thereof) (other than persons acting in concert as of August 31, 2006 who, as of such date, beneficially owned more than twenty percent (20%) or more of the securities entitled to vote generally in the election of directors of the Corporation), of beneficial ownership (as defined in Rule

13d-3 of the General Rules and Regulations under the Exchange Act) of securities representing thirty-five percent (35%) or more of the securities entitled to vote generally in the election of directors of the Corporation, provided, however, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (a): (i) any acquisition directly from the Corporation; (ii) any acquisition by the Corporation or any of its Subsidiaries; (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its Subsidiaries; or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subparagraph (c) below; or

(b) Individuals who, as of August 31, 2006, constitute the board of directors of the Corporation (the "Incumbent Board") cease for any reason to constitute at least a majority of the board of directors of the Corporation; provided, however, that any individual who becomes a director of the Corporation subsequent to August 31, 2006 and whose election, or whose nomination for election by the Corporation's stockholders, to the board of directors was either (i) approved by a vote of at least a majority of the directors then comprising the Incumbent Board or (ii) recommended by a nominating committee comprised entirely of directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case unless following such Business Combination, (i) all or substantially all of the persons who were the Beneficial Owners ("Beneficial Owners" having the meaning used in Rule 13d-3 promulgated under the Exchange Act), respectively, of the outstanding shares and outstanding securities entitled to voted generally in the election of directors immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Corporation, as the case may be, of the entity resulting from the Business Combination (including, without limitation, an entity which, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding securities entitled to vote generally in the election of directors (provided, however, that for purposes of this clause (i) any shares of common stock or such voting securities of such resulting entity received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of outstanding shares or such outstanding voting securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting entity); (ii) no person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from the Business Combination) beneficially owns, directly or indirectly, thirty-five percent (35%) or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such entity resulting from the Business Combination unless such person owned thirty-five percent (35%) or more of the outstanding shares or outstanding securities entitled to vote generally in the election of directors immediately prior to the Business Combination; and (iii) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the board of directors, providing for such Business Combination; or

(d) Approval by the Corporation's stockholders of a complete liquidation or dissolution of the Corporation.

For purposes of clause (c), any person who acquires outstanding securities entitled to vote generally in the election of directors of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination, of such voting securities of both the Corporation and the entity or entities with which the Corporation is combined shall be treated as two persons after the Business Combination, who shall be treated as owning such outstanding voting securities of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination of, respectively, such outstanding voting securities of the Corporation, and of the entity or entities with which the Corporation is combined.

9. Miscellaneous.

(a) Notices. Any notice hereunder shall be in writing, and delivered or sent by first-class U.S. mail, postage prepaid, addressed to:

(i) if to the Corporation, at:
ICF International, Inc.
9300 Lee Highway
Fairfax, VA 22031
Attn: Chief Financial Officer

(ii) if to the Participant, at the address shown on the signature page hereof,

subject to the right of either party, by written notice hereunder, to designate at any time hereafter some other address.

(b) Compliance with Law and Regulations. The Restricted Stock shall be subject to all applicable Federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. Notwithstanding any other provision of this Agreement, the restrictions on the Restricted Stock shall not terminate or expire if such termination or expiration would be contrary to applicable law.

(c) Section 83(b) Election. If the Participant elects, in accordance with Section 83(b) of the Internal Revenue Code of 1986, as amended from time to time, or subsequent comparable statute (the "Code"), to recognize ordinary income in the year in which the Restricted Stock is awarded, the Participant shall furnish to the Corporation a copy of a completed and signed election form within thirty (30) days after the Effective Date.

(d) Corporation's Rights. The existence of the Restricted Stock shall not affect in any way the right or power of the Corporation or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of the Corporation's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(e) Plan Governs. The Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by its terms, all of which are incorporated herein by reference. The Plan shall govern in the event of any conflict between this Agreement and the Plan.

(f) Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Delaware.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Restricted Stock granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Restricted Stock granted hereunder shall be void and ineffective for all purposes.

(h) Amendment. This Agreement may be amended from time to time by the written mutual consent of the parties hereto.

(i) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and be binding upon the Participant and the Participant's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

(j) Impact on Other Benefits. The value of the Restricted Stock (either on the date hereof or at the time the Restricted Stock vests) shall not be includable as compensation or earnings for purposes of any benefit plan offered by the Corporation.

(k) Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Counterparts. This Agreement may be executed in two counterparts each of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

ICF INTERNATIONAL, INC.

By: /s/ Sudhakar Kesavan
Name: Sudhakar Kesavan
Title: President and Chief Executive Officer

PARTICIPANT:

/s/ Eileen O'Shea Auen
Eileen O'Shea Auen

Address for Notices:

Exhibit 10.2

ICF INTERNATIONAL, INC.
RESTRICTED STOCK AWARD AGREEMENT

(Non-Employee Director Award)

This Restricted Stock Award Agreement (this "Agreement") is by and between ICF International, Inc., a Delaware corporation (the "Corporation"), and Richard M. Feldt (the "Participant"), a non-employee director of the Corporation, and is effective as of the closing of business on March 14, 2008 (the "Effective Date").

1. Award of Restricted Stock. Subject to the provisions of the ICF International, Inc. 2006 Long-Term Equity Incentive Plan (the "Plan") and this Agreement, the Corporation hereby grants to the Participant Five Thousand Ninety Six (5,096) shares (the "Award") of the Corporation's Common Stock, par value $0.001 per share (the "Common Stock"), to which the restrictions referred to in Section 2 (the "Vesting Conditions") attach (the "Restricted Stock").

2. Vesting Conditions.

(a) Vesting Schedule. The Restricted Stock shall be initially unvested (the unvested shares of Restricted Stock are referred to in this Agreement as the "Unvested Shares") and shall vest, if at all, as provided in this Section 2 over a three (3) year period measured from the Effective Date (the "Vesting Period"). Except as otherwise provided in Section 2(c) below, thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest upon the date that is 366 days after the Effective Date, thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest on the second anniversary of the Effective Date, and thirty-three and 1/3 percent (33 1/3%) of the Restricted Stock shall vest on the third anniversary of the Effective Date (each, a "Vesting Date").

(b) Rounding. The number of shares of Restricted Stock vesting as of a particular Vesting Date shall be rounded down to the nearest whole share; provided, however, that all remaining Unvested Shares shall vest completely on the final Vesting Date.

(c) Other Vesting. Notwithstanding anything to the contrary contained in this Section 2, all of the Restricted Stock shall vest immediately upon the occurrence of a Change in Control (as defined in Section 8 hereof) of the Corporation at any time prior to the satisfaction of the Vesting Conditions.

3. Rights During Vesting Period. The Participant generally shall have the rights and privileges of a stockholder as to the Restricted Stock, including the right to receive cash dividends and the right to vote. However, notwithstanding any other provision hereof, the following restrictions shall apply to shares of Restricted Stock prior to satisfaction of the Vesting Conditions as to those shares: (a) the Participant shall not be entitled to delivery of a certificate for the Restricted Stock until the satisfaction of the Vesting Conditions; (b) none of the Restricted Stock may be sold, transferred (except by will or the laws of descent and distribution), assigned, pledged or otherwise encumbered or disposed of prior to satisfaction of the Vesting Conditions; and (c) except as otherwise expressly provided herein and in the Plan, the Participant shall forfeit and immediately transfer back to the Corporation without

payment all of the Restricted Stock, and all rights of the Participant to such Restricted Stock shall terminate without further obligation on the part of the Corporation, if and when the Participant ceases to be a director of the Corporation prior to the satisfaction of the Vesting Conditions. As a condition of the Award, the Corporation may require the Participant to deliver to the Corporation a duly signed stock power, endorsed in blank, with respect to the shares of Common Stock subject to the Award.

4. Satisfaction of Vesting Conditions. Upon the satisfaction of the Vesting Conditions as to particular shares of Restricted Stock, the restrictions on the applicable number of shares of Restricted Stock shall terminate and a stock certificate for such number of shares of Common Stock shall be delivered, free and clear of all such restrictions, to the Participant or, subject to Section 5, the Participant's beneficiary or estate, as the case may be, subject to the provisions of Sections 7 and 8(e). The Corporation shall not be required to deliver any fractional share of Common Stock, but will pay, in lieu thereof, the fair market value of such fractional share to the Participant or the Participant's beneficiary or estate, as the case may be. The Corporation shall pay any original issue tax that may be due upon the issuance of the Restricted Stock and all other costs incurred by the Corporation in issuing such shares of Common Stock.

5. Nontransferability of Restricted Stock. The Restricted Stock is not transferrable by the Participant prior to the satisfaction of the Vesting Conditions except by will or the laws of descent and distribution. Without limiting the generality of the foregoing, prior to the expiration of the Vesting Conditions, the Award and Restricted Stock may not be sold, transferred except as aforesaid, assigned, pledged, or otherwise encumbered or disposed of, shall not be assignable by operation of law, and shall not be subject to execution, attachment or similar process. Any attempted sale, transfer, pledge, assignment or other encumbrance or disposition of the Restricted Stock contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Restricted Stock, shall be null and void and without effect.

6. Reorganization or Liquidation of the Corporation. In the event the Corporation is succeeded by another corporation in a reorganization, which term includes a merger, consolidation, acquisition of all or substantially all of the assets or voting stock of the Corporation, or other extraordinary transaction with similar effect, the Participant shall be entitled to receive (subject to any required action by stockholders) such securities of the surviving or resulting corporation or other consideration as the board of directors of such corporation shall determine to be as nearly equivalent as practicable to the nearest whole number and class of shares of stock or other securities or other consideration to which the Participant would have been entitled under the terms of such reorganization (without adjustment for any fractional interest thereby eliminated), as if, immediately prior to such event, the Participant had been the holder of record of the number of shares of Common Stock which were then Restricted Stock without any restriction whatsoever. Any such shares of stock or other securities issued to the Participant in connection with any such reorganization shall, after any such reorganization, be deemed to be Restricted Stock for all purposes of this Agreement and the Plan.

7. Compliance with Securities Laws; Legend on Share Certificates.

(a) As of the Effective Date, the Restricted Stock has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under any applicable state securities laws (the Securities Act and such state laws being hereinafter sometimes referred to as the "Securities Laws"). The Restricted Stock shall not be transferrable except pursuant to the provisions of the Securities Laws. The Participant represents that the Participant (i) is acquiring the Restricted Stock for the Participant's own account and not with a view to reselling, splitting, sharing or otherwise participating in a distribution thereof in violation of any Securities Laws, (ii) understands that the effect of such representation is that the Restricted Stock must be held indefinitely unless subsequently registered under the Securities Laws or an exemption from such registration is available at the time of any proposed sale or other transfer thereof, (iii) understands that the Corporation is under no obligation to register the Restricted Stock for resale, and (iv) is fully familiar with the circumstances under which the Participant is required to hold the Restricted Stock and the limitations upon transfer or other disposition thereof.

(b) The Participant agrees that each certificate for the Restricted Stock shall be stamped or otherwise imprinted with legends in substantially the following forms:

> (i) The shares represented hereby have not been registered under the Securities Act of 1933, as amended (the "Act"), or under the state securities or blue sky laws of any state. Such shares may not be sold or transferred except pursuant to an effective registration statement under the Act or an opinion of counsel satisfactory to the Corporation that such registration is not required.
>
> (ii) The sale or other transfer of the shares represented hereby is subject to certain restrictions contained in a certain Restricted Stock Award Agreement by and between the registered owner and ICF International, Inc., as the same may be amended from time to time, to which reference is hereby made for a full statement of provisions thereof. A copy of said Agreement will be furnished to any stockholder on request and writing in without charge.

8. Change of Control. As used herein, a "Change in Control" of the Corporation means, and shall be deemed to have occurred upon, any of the following events:

(a) The acquisition by any person (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof, including a group as defined in Section 13(d) thereof) (other than persons acting in concert as of August 31, 2006 who, as of such date, beneficially owned more than twenty percent (20%) or more of the securities entitled to vote generally in the election of directors of the Corporation), of beneficial ownership (as defined in Rule

13d-3 of the General Rules and Regulations under the Exchange Act) of securities representing thirty-five percent (35%) or more of the securities entitled to vote generally in the election of directors of the Corporation, provided, however, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (a): (i) any acquisition directly from the Corporation; (ii) any acquisition by the Corporation or any of its Subsidiaries; (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its Subsidiaries; or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subparagraph (c) below; or

(b) Individuals who, as of August 31, 2006, constitute the board of directors of the Corporation (the "Incumbent Board") cease for any reason to constitute at least a majority of the board of directors of the Corporation; provided, however, that any individual who becomes a director of the Corporation subsequent to August 31, 2006 and whose election, or whose nomination for election by the Corporation's stockholders, to the board of directors was either (i) approved by a vote of at least a majority of the directors then comprising the Incumbent Board or (ii) recommended by a nominating committee comprised entirely of directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case unless following such Business Combination, (i) all or substantially all of the persons who were the Beneficial Owners ("Beneficial Owners" having the meaning used in Rule 13d-3 promulgated under the Exchange Act), respectively, of the outstanding shares and outstanding securities entitled to voted generally in the election of directors immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Corporation, as the case may be, of the entity resulting from the Business Combination (including, without limitation, an entity which, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding securities entitled to vote generally in the election of directors (provided, however, that for purposes of this clause (i) any shares of common stock or such voting securities of such resulting entity received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of outstanding shares or such outstanding voting securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting entity); (ii) no person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from the Business Combination) beneficially owns, directly or indirectly, thirty-five percent (35%) or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such entity resulting from the Business Combination unless such person owned thirty-five percent (35%) or more of the outstanding shares or outstanding securities entitled to vote generally in the election of directors immediately prior to the Business Combination; and (iii) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the board of directors, providing for such Business Combination; or

(d) Approval by the Corporation's stockholders of a complete liquidation or dissolution of the Corporation.

For purposes of clause (c), any person who acquires outstanding securities entitled to vote generally in the election of directors of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination, of such voting securities of both the Corporation and the entity or entities with which the Corporation is combined shall be treated as two persons after the Business Combination, who shall be treated as owning such outstanding voting securities of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination of, respectively, such outstanding voting securities of the Corporation, and of the entity or entities with which the Corporation is combined.

9. Miscellaneous.

(a) Notices. Any notice hereunder shall be in writing, and delivered or sent by first-class U.S. mail, postage prepaid, addressed to:

(i) if to the Corporation, at:
ICF International, Inc.
9300 Lee Highway
Fairfax, VA 22031
Attn: Chief Financial Officer

(ii) if to the Participant, at the address shown on the signature page hereof,

subject to the right of either party, by written notice hereunder, to designate at any time hereafter some other address.

(b) Compliance with Law and Regulations. The Restricted Stock shall be subject to all applicable Federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. Notwithstanding any other provision of this Agreement, the restrictions on the Restricted Stock shall not terminate or expire if such termination or expiration would be contrary to applicable law.

(c) Section 83(b) Election. If the Participant elects, in accordance with Section 83(b) of the Internal Revenue Code of 1986, as amended from time to time, or subsequent comparable statute (the "Code"), to recognize ordinary income in the year in which the Restricted Stock is awarded, the Participant shall furnish to the Corporation a copy of a completed and signed election form within thirty (30) days after the Effective Date.

(d) Corporation's Rights. The existence of the Restricted Stock shall not affect in any way the right or power of the Corporation or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of the Corporation's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(e) Plan Governs. The Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by its terms, all of which are incorporated herein by reference. The Plan shall govern in the event of any conflict between this Agreement and the Plan.

(f) Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Delaware.

(g) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Restricted Stock granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Restricted Stock granted hereunder shall be void and ineffective for all purposes.

(h) Amendment. This Agreement may be amended from time to time by the written mutual consent of the parties hereto.

(i) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and be binding upon the Participant and the Participant's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.

(j) Impact on Other Benefits. The value of the Restricted Stock (either on the date hereof or at the time the Restricted Stock vests) shall not be includable as compensation or earnings for purposes of any benefit plan offered by the Corporation.

(k) Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Counterparts. This Agreement may be executed in two counterparts each of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

ICF INTERNATIONAL, INC.

By: /s/ Sudhakar Kesavan
Name: Sudhakar Kesavan
Title: President and Chief Executive Officer

PARTICIPANT:

/s/ Richard M. Feldt
Richard M. Feldt

Address for Notices:

Exhibit 10.3

ICF INTERNATIONAL, INC.
NONQUALIFIED DEFERRED COMPENSATION PLAN
(Effective May 1, 2008)

ICF INTERNATIONAL, INC.
NONQUALIFIED DEFERRED COMPENSATION PLAN
(Effective May 1, 2008)

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ICF INTERNATIONAL, INC.
NONQUALIFIED DEFERRED COMPENSATION PLAN
(Effective May 1, 2008)

Preamble

The ICF International, Inc. Nonqualified Deferred Compensation Plan (the "Plan") is hereby established, effective May 1, 2008, by ICF International, Inc. (the "Company") in order to provide certain benefits to a select group of management or highly compensated employees who contribute materially to the continued growth, development and future business success of the Company and its subsidiaries. The Plan shall be unfunded for tax purposes and for purposes of Title I of ERISA.

The Plan is intended to comply with all applicable law, including Section 409A of the Code (as defined below) and shall be operated and interpreted in accordance with such intention. Moreover, in order to comply with the requirements of said Section 409A, certain transition relief provided under Notice 2007-86, as described more fully in Appendix A of the Plan, may be provided to Participants.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 **Definitions.**

For the purposes of the Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the following indicated meanings:

(1) **"Account Balance"** shall mean, with respect to a Participant, an entry on the records of the Employer equal to the sum of the Participant's Annual Accounts. The Account Balance shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to the Plan.

(2) **"Annual Account"** shall mean, with respect to a Participant for a Plan Year, an entry on the records of the Employer equal to (a) the sum of the Participant's Annual Deferral Amount and Company Contribution Amount for such Plan Year, plus (b) amounts credited or debited to such amounts in accordance with the applicable provisions of the Plan, less (c) all distributions made to the Participant or his or her Beneficiary in accordance with the applicable provisions of the Plan that relate to the Annual Account for such Plan Year. The Annual Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary.

(3) **"Annual Deferral Amount"** shall mean the portion of a Participant's Base Salary, Bonus and Commissions that a Participant defers in accordance with Article III for any one Plan Year, without regard to whether such amounts are withheld and credited during such Plan Year.

(4) **“Annual Installment Method”** shall mean the method used to determine the amount of each payment due to a Participant who has elected to receive a benefit over a period of years in accordance with the applicable provisions of the Plan. The amount of each annual payment due to the Participant shall be calculated by multiplying the balance of the Participant’s benefit by a fraction, the numerator of which is one and the denominator of which is the remaining number of annual payments due the Participant. The amount of the first annual payment shall be determined as of the close of business on the Participant’s Benefit Distribution Date, (or, in the event such Benefit Distribution Date is not a business day, the first annual payment shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date), and the amount of each subsequent annual payment shall be calculated as of each anniversary of such Benefit Distribution Date. For purposes of the Plan, the right to receive a benefit payment in annual installments shall be treated as the entitlement to a single payment.

(5) **“Base Salary”** shall mean the annual cash compensation relating to services performed during any Plan Year and designated as “base salary” by the Employer, excluding, however, distributions from nonqualified deferred compensation plans, bonuses, commissions, overtime, fringe benefits, income from equity incentive plans (including stock options, restricted stock, stock appreciation rights, and stock bonuses), relocation reimbursements, non-cash incentive payments, and non-monetary awards, as well as automobile and other allowances (whether or not such allowances are included in the Employee’s gross income) paid to a Participant for employment services rendered. Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by or on behalf of the Participant pursuant to all qualified or nonqualified plans of the Employer and shall include amounts not otherwise included in the Participant’s gross income due to deferrals under Code Sections 125, 402(e)(3), 402(h), or 403(b) to plans established by an Employer; provided, however, that all such amounts shall be included in such compensation only to the extent that had there been no such plan, the amount would have been payable in cash to the Employee.

(6) **“Beneficiary”** shall mean one or more persons, trusts, estates or other entities, designated in accordance with Article IX, as entitled to receive benefits under the Plan upon the death of a Participant.

(7) **“Beneficiary Designation Form”** shall mean the form specified from time to time by the Committee for a Participant to complete and return to the Committee in order to designate one or more Beneficiaries.

(8) **“Benefit Distribution Date”** shall mean the date upon which all or an objectively determinable portion of a Participant’s vested benefits will become eligible for distribution under the Plan. Except as otherwise provided in the Plan, a Participant’s Benefit Distribution Date shall be determined based on the earliest to occur of an event or scheduled date set forth in Articles IV through VIII, as applicable.

(9) **"Board"** shall mean the board of directors of the Company.

(10) **"Bonus"** shall mean, for any particular Plan Year, the amount of any cash compensation, in addition to Base Salary and Commissions, earned by a Participant under any Employer's annual cash bonus and cash incentive plans.

(11) **"Change in Control"** shall mean the occurrence of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company that is a "change in control" under Code Section 409A.

(12) **"Code"** shall mean the Internal Revenue Code of 1986 as well as applicable Treasury regulations and guidance, as may be amended from time to time.

(13) **"Commissions"** shall mean the cash commissions earned by a Participant during a Plan Year, as determined in accordance with Code Section 409A.

(14) **"Committee"** shall mean the committee described in Article XII.

(15) **"Company"** shall mean ICF International, Inc., a Delaware corporation, and any successor to all or substantially all of the Company's assets or business.

(16) **"Company Contribution Amount"** shall mean, for any one Plan Year, the amount determined in accordance with Section 3.4.

(17) **"Compensation Committee"** shall mean the Compensation Committee of the Board.

(18) **"Disability"** or **"Disabled"** shall mean that a Participant is: (i) determined to be disabled by the Social Security Administration; or (ii) determined to be disabled for purposes of the group disability program maintained by the Employer, provided that the definition of disability under such program means that the Participant is (a) unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than 12 months, or (b) receiving income replacement benefits for a period of not less than three months under an accident and health plan of the Employer by reason of any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than 12 months.

(19) **"Early Retirement Age"** shall mean the age at which a Participant completes 10 years of service; provided, however, that such age shall not be less than 55.

(20) **"Election Form"** shall mean the form which may be in electronic format or other form specified from time to time by the Committee for a Participant to complete and return to the Committee in order to make an election under the Plan.

(21) **"Employee"** shall mean a person who is a full-time, common law employee of an Employer.

(22) **“Employer”** shall be defined as follows:

a) Except as otherwise provided in paragraph (b) of this Paragraph (22), the term “Employer” shall mean the Company and/or any of its subsidiaries (now in existence or hereafter formed or acquired) that are set forth on a listing of participating subsidiaries with respect to the Plan as adopted by the Compensation Committee from time to time.

b) For the purpose of determining whether a Participant has experienced a Separation from Service, the term “Employer” shall mean:

i) The entity for which the Participant performs services and with respect to which the legally binding right to compensation deferred or contributed under the Plan arises; and

ii) All other entities with which the entity described above would be aggregated and treated as a single employer under Code Section 414(b) and Code Section 414(c), as applicable. In order to identify the group of entities described in the preceding sentence, the Committee shall use an ownership threshold of at least 50% as a substitute for the 80% minimum ownership threshold that appears in, and otherwise must be used when applying, the applicable provisions of (A) Code Section 1563 for determining a controlled group of corporations under Code Section 414(b), and (B) Treas. Reg. §1.414(c)-2 for determining the trades or businesses that are under common control under Code Section 414(c).

(23) **“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(24) **“Normal Retirement Age”** shall mean age 65.

(25) **“Participant”** shall mean any Employee (a) who is selected to participate in the Plan, (b) whose executed Plan Agreement, Election Form and Beneficiary Designation Form are accepted by the Committee, and (c) whose Account Balance has not been completely distributed.

(26) **“Performance-Based Compensation”** shall mean compensation the entitlement to, or amount of, which is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months, as determined by the Compensation Committee but which meets the definition of performance-based compensation under Code Section 409A.

(27) **“Plan”** shall mean the ICF International, Inc. Nonqualified Deferred Compensation Plan, which shall be evidenced by this instrument, as it may be amended from time to time, and by any other documents that together with this instrument define a Participant’s rights to amounts credited to his or her Account Balance.

(28) **“Plan Agreement”** shall mean a written agreement in the form prescribed by or acceptable to the Committee that evidences a Participant’s agreement to the terms of the Plan and which may establish additional terms or conditions of Plan participation for a Participant. Unless otherwise determined by the Committee, the most recent Plan Agreement

accepted with respect to a Participant shall supersede any prior Plan Agreements for such Participant. Plan Agreements may vary among Participants and may provide additional benefits not set forth in the Plan or limit the benefits otherwise provided under the Plan.

(29) **"Plan Year"** shall mean a period beginning on January 1 of each calendar year and continuing through December 31 of such calendar year. Notwithstanding the foregoing, in the case of the first year in which the Plan is in effect, the term "Plan Year" shall mean the period beginning May 1, 2008 and ending on December 31, 2008.

(30) **"Retirement," "Retire(s)"** or **"Retired"** shall mean a Separation from Service by a Participant on or after such Participant's Early Retirement Age or Normal Retirement Age, as the case may be.

(31) **"Separation from Service"** shall mean a termination of services provided by a Participant to the Employer, whether voluntarily or involuntarily, other than by reason of death or Disability, as determined by the Committee in accordance with Code Section 409A.

(32) **"Specified Employee"** shall mean any Participant who is determined to be a "key employee" (as defined under Code Section 416(i) without regard to paragraph (5) thereof) for the applicable period, as determined annually by the Committee in accordance with the provisions of Code Section 409A. In determining whether a Participant is a Specified Employee, the following provisions shall apply:

a) The Committee's identification of the individuals who fall within the definition of "key employee" under Code Section 416(i) (without regard to paragraph (5) thereof) shall be based upon the 12-month period ending on each December 31st (referred to below as the "identification date"). In applying the applicable provisions of Code Section 416(i) to identify such individuals, "compensation" shall be determined in accordance with Treas. Reg. §1.415(c)-2(a) without regard to (i) any safe harbor provided in Treas. Reg. §1.415(c)-2(d), (ii) any of the special timing rules provided in Treas. Reg. §1.415(c)-2(e), and (iii) any of the special rules provided in Treas. Reg. §1.415(c)-2(g); and

b) Each Participant who is among the individuals identified as a "key employee" in accordance with part (a) of this Paragraph (32) shall be treated as a Specified Employee for purposes of the Plan if such Participant experiences a Separation from Service during the 12-month period that begins on the April 1st following the applicable identification date.

(33) **"Trust"** shall mean one or more trusts that may be established by the Company in accordance with Article XV.

(34) **"Unforeseeable Emergency"** shall mean a severe financial hardship of the Participant resulting from (a) an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary or the Participant's dependent (as

defined in Code Section 152 without regard to paragraphs (b)(1), (b)(2) and (d)(1)(b) thereof), (b) a loss of the Participant's property due to casualty, or (c) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, all as determined in the sole discretion of the Committee based on the relevant facts and circumstances in accordance with the provisions of Code Section 409A.

(35) **"Years of Service"** shall mean the **total** number of full years in which a Participant has been employed by one or more Employers, as determined by the Committee. For purposes of this definition, a year of employment shall be a 365-day period (or 366-day period in the case of a leap year) that, for the first year of employment, commences on the Employee's date of hire and that, for any subsequent year, commences on an anniversary of such hire date. A partial year of employment shall not be treated as a Year of Service. Any period of time after a Participant's employment with all Employers has terminated shall not be counted toward Years of Service, notwithstanding any determination that the Participant has not incurred a Separation from Service.

1.2 **Construction.** Where necessary or appropriate to the meaning herein, the singular shall be deemed to include the plural and the masculine pronoun to include the feminine.

ARTICLE II

SELECTION, ENROLLMENT AND ELIGIBILITY

2.1 **Selection by the Compensation Committee.** Participation in the Plan shall be limited to a select group of management or highly compensated Employees, selected by the Compensation Committee or the Board.

2.2 **Enrollment and Eligibility Requirements; Commencement of Participation.**

(a) As a condition to participation, each selected Employee shall agree to be bound by the terms of the Plan and shall complete and return to the Committee, a Plan Agreement, an Election Form and a Beneficiary Designation Form by the deadline(s) established by the Committee in accordance with the applicable provisions of the Plan. In addition, the Committee shall establish from time to time such other enrollment requirements as it determines, in its sole discretion, are necessary.

(b) Each selected Employee who is eligible to participate in the Plan shall commence participation in the Plan on the date that the Committee determines that the Employee has met all enrollment requirements set forth in the Plan and required by the Committee, including returning all required documents to the Committee within the specified time period; provided, however, that such participation shall be subject to any applicable provisions of Code Section 409A.

(c) If an Employee fails to meet all requirements established by the Committee within the period required, that Employee shall not be eligible to participate in the Plan during such Plan Year.

ARTICLE III

DEFERRALS, COMPANY CONTRIBUTION AMOUNTS, VESTING AND WITHHOLDING TAXES

3.1 **Deferrals.**

(a) **Annual Deferral Amount.** For each Plan Year, a Participant may elect to defer, as his or her Annual Deferral Amount, a percentage of his or her Base Salary, Bonus and/or Commissions up to the following maximum percentages for each deferral elected:

Deferral	Maximum Percentage Allowed
Base Salary	80%
Bonus	100%
Commissions	100%

In the event that an election is made for less than 1% or if no election is made for a particular type of deferral, the amount deferred shall be 0%. If an election is made for more than the stated maximum percentage, the amount deferred shall be the stated maximum percentage.

(b) **Short Plan Year.** Notwithstanding the foregoing, in the case of (i) the first Plan Year in which the Plan is in effect or (ii) an individual first becoming a Participant after the first day of a Plan Year, then to the extent required by Section 3.2 and Code Section 409A, the maximum amount of the Participant's Base Salary, Bonus or Commissions that may be deferred by the Participant for the Plan Year shall be determined by applying the percentages set forth in Section 3.1(a) to the portion of such compensation attributable to services performed after the date that the Participant's deferral election is made and submitted to the Committee.

3.2 **Timing of Deferral Elections; Effect of Election Form.**

(a) **General Timing Rule for Deferral Elections.** Except as otherwise provided in this Section 3.2, in order for a Participant to make a valid election to defer Base Salary, Bonus and/or Commissions, the Participant must submit an Election Form on or before the deadline established by the Committee, which in no event shall be later than the December 31st preceding the Plan Year in which such compensation will be earned. Any deferral election made in accordance with this Section 3.2(a) shall be irrevocable as of such December 31st; provided, however, that if the Committee permits or requires Participants to make a deferral election by the deadline described above for an amount that qualifies as Performance-Based Compensation, the Committee may permit a Participant to subsequently change his or her deferral election for such compensation by submitting a new Election Form in accordance with Section 3.2(c) below.

(b) **Timing of Deferral Elections for Newly Eligible Plan Participants.** A selected Employee who first becomes eligible to participate in the Plan on or after the beginning of a Plan Year, as determined in accordance with Code Section 409A and the "plan aggregation" rules provided in Code Section 409A, may be permitted to make an election to defer the portion of his or her Base Salary, Bonus and/or Commissions attributable to services to be performed after such election; provided that the Participant submits an Election Form on or before the deadline established by the Committee, which in no event shall be later than 30 days after the Participant first becomes eligible to participate in the Plan. If a deferral election made in accordance with this Section 3.2(b) relates to compensation earned based upon a specified performance period, the amount eligible for deferral shall be equal to (i) the total amount of compensation for the performance period, multiplied by (ii) a fraction, the numerator of which is the number of days remaining in the service period after the Participant's deferral election is made, and the denominator of which is the total number of days in the performance period. Any deferral election made in accordance with this Section 3.2(b) shall become irrevocable no later than the 30th day after the date the selected Employee becomes eligible to participate in the Plan.

(c) **Timing of Deferral Elections for Performance-Based Compensation.** Subject to the limitations described below, the Committee may determine that an irrevocable deferral election for an amount that qualifies as Performance-Based Compensation may be made by submitting an Election Form on or before the deadline established by the Committee, which in no event shall be later than 6 months before the end of the performance period. In order for a Participant to be eligible to make a deferral election for Performance-Based Compensation in accordance with the deadline established pursuant to this Section 3.2(c), the Participant must have performed services continuously from the later of (i) the beginning of the performance period for such compensation, or (ii) the date upon which the performance criteria for such compensation are established, through the date upon which the Participant makes the deferral election for such compensation. In no event shall a deferral election submitted under this Section 3.2(c) be permitted to apply to any amount of Performance-Based Compensation that has become readily ascertainable.

(d) **Timing Rule for Deferral of Compensation Subject to Risk of Forfeiture.** With respect to compensation (i) to which a Participant has a legally binding right to payment in a subsequent year, and (ii) that is subject to a forfeiture condition requiring the Participant's continued services for a period of at least 12 months from the date the Participant obtains the legally binding right, the Committee may determine that an irrevocable deferral election for such compensation may be made by timely delivering an Election Form to the Committee in accordance with its rules and procedures, no later than the 30th day after the Participant obtains the legally binding right to the compensation; provided that the election is made at least 12 months in advance of the earliest date at which the forfeiture condition could lapse, as determined in accordance with Code Section 409A. Any deferral election(s) made in accordance with this Section 3.2(d) shall become irrevocable no later than the 30th day after the Participant obtains the legally binding right to the compensation subject to such deferral election(s).

3.3 **Withholding and Crediting of Annual Deferral Amounts.** For each Plan Year, the Base Salary portion of an Annual Deferral Amount shall be withheld from each regularly scheduled Base Salary payroll in equal amounts, as adjusted from time to time for increases and decreases in Base Salary. The Bonus and/or Commissions portion of an Annual Deferral Amount shall be withheld at the time the Bonus or Commissions are or otherwise would be paid to the Participant, whether or not this occurs during the Plan Year itself. Annual Deferral Amounts shall be credited to the Participant's Annual Account for such Plan Year at the time such amounts would otherwise have been paid to the Participant.

3.4 **Company Contribution Amount**.

(a) For each Plan Year, an Employer may be required to credit amounts to a Participant's Annual Account in accordance with employment or other agreements entered into between the Participant and the Employer, which amounts shall be part of the Participant's Company Contribution Amount for such Plan Year. Such amounts shall be credited to the Participant's Annual Account for the applicable Plan Year on the date or dates prescribed by such agreements. Notwithstanding the foregoing, such amounts shall only be credited under the Plan if such crediting will not cause the Plan to fail to comply with Code Section 409A.

(b) For each Plan Year, an Employer, in its sole discretion, may, but is not required to, credit any amount it desires to any Participant's Annual Account under the Plan, which amount shall be part of the Participant's Company Contribution Amount for such Plan Year. The amount so credited to a Participant may be smaller or larger than the amount credited to any other Participant, and the amount credited to any Participant for a Plan Year may be zero, even though one or more other Participants receive a Company Contribution Amount for that Plan Year. The Company Contribution Amount described in this Section 3.4(b), if any, shall be credited to the Participant's Annual Account for the applicable Plan Year on a date or dates to be determined by the Committee.

(c) If not otherwise specified in the Participant's employment or other agreement entered into between the Participant and the Employer, the amount (or the method or formula for determining the amount) of a Participant's Company Contribution Amount shall be set forth in writing in one or more documents, which shall be deemed to be incorporated into the Plan in accordance with Paragraph (27) of Section 1.1, no later than the date on which such Company Contribution Amount is credited to the applicable Annual Account of the Participant.

3.5 **Vesting**.

(a) A Participant shall at all times be 100% vested in the portion of his or her Account Balance attributable to Annual Deferral Amounts, plus amounts credited or debited on such amounts pursuant to Section 3.6.

(b) A Participant shall be vested in the portion of his or her Account Balance attributable to any Company Contribution Amounts, plus amounts credited or debited on such amounts pursuant to Section 3.6, in accordance with the vesting schedule(s) set forth in his or her Plan Agreement, employment agreement or any other agreement entered into between the Participant and his or her Employer. If not addressed in such agreements, a Participant shall vest in each Company Contribution Amount, plus amounts credited or debited on such amounts pursuant to Section 3.6, on the anniversary of the date on which such Company Contribution Amount was credited to the Participant's Account Balance, in accordance with the following schedule; provided, however, that the Participant must be in the service of an Employer as an Employee on such anniversary to receive vesting credit:

Time Elapsed Following Crediting of Company Contribution Amount	Vested Percentage
Less than 1 year	0%
1 year or more, but less than 2 years	33%
2 years or more, but less than 3 years	67%
3 years or more	100%

A new vesting schedule shall apply to each Company Contribution Amount credited to the Participant's Account Balance.

(c) Notwithstanding anything to the contrary contained in this Section 3.5, in the event of a Participant's Disability, death prior to Separation from Service, attainment of Normal Retirement Age, or a Separation from Service due to termination of employment by the Employer within one year following a Change in Control, any amounts that are not vested in accordance with Section 3.5(b) above, shall immediately become 100% vested.

3.6 **Crediting and Debiting of Account Balances.** In accordance with, and subject to, the rules and procedures that are established from time to time by the Committee, in its sole discretion, amounts shall be credited or debited to a Participant's Account Balance in accordance with the following provisions:

(a) **Measurement Funds**. The Participant may elect one or more of the measurement funds selected by the Committee, in its sole discretion, which are based on certain mutual funds (the "Measurement Funds"), for the purpose of crediting or debiting additional amounts to his or her Account Balance. As necessary, the Committee may, in its sole discretion, discontinue, substitute or add a Measurement Fund. Each such action shall take effect as of the first day of the first calendar quarter that begins at least 30 days after the day on which the Committee gives Participants advance written notice of such change.

(b) **Election of Measurement Funds**. A Participant, in connection with his or her initial deferral election in accordance with Section 3.2 above, shall elect, on the Election Form, one or more Measurement Fund(s) (as described in Section 3.6(a) above) to be used to determine the value of his Account Balance. If a Participant does not elect any of the Measurement Funds as described in the previous sentence, the Participant's Account Balance shall automatically be allocated into the lowest-risk Measurement Fund as of such allocation date, as determined by the Committee, in its sole discretion. The Participant may (but is not required to) elect, in the manner prescribed by the Committee, to add or delete one or more Measurement Fund(s) to be used to determine the value of his or her Account Balance, and/or to change the portion of his or her Account Balance allocated to each previously or newly elected Measurement Fund. If an election is made in accordance with the previous sentence, it shall apply as of the first business day deemed reasonably practicable by the Committee, in its sole discretion, and shall continue thereafter, unless changed in accordance with the previous sentence, so long as the Participant has an Account Balance under the Plan. Notwithstanding the foregoing, the Committee, in its sole discretion, may impose limitations on the frequency with which one or more of the Measurement Funds elected in accordance with this Section 3.6(b) may be added or deleted by such Participant; furthermore, the Committee, in its sole discretion, may impose limitations on the frequency with which the Participant may change the portion of his or her Account Balance allocated to each previously or newly elected Measurement Fund.

(c) **Proportionate Allocation.** In making any election described in Section 3.6(b) above, the Participant shall specify on the Election Form, in increments of one percent (1%), the percentage of his or her Account Balance or Measurement Fund, as applicable, to be allocated/reallocated.

(d) **Crediting or Debiting Method.** The performance of each Measurement Fund (either positive or negative) shall be determined on a daily basis based on the manner in which such Participant's Account Balance has been hypothetically allocated among the Measurement Funds by the Participant pursuant to Section 3.6(a).

(e) **No Actual Investment.** Notwithstanding any other provision of the Plan that may be interpreted to the contrary, the Measurement Funds shall be used for measurement purposes only. Elections of any such Measurement Fund by Participants, and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that the Company, in its own discretion, decides to invest funds in any or all of the investments on which the Measurement Funds are based, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company. Participants shall at all times remain unsecured creditors of the Company.

3.7 **Social Security and Other Taxes.**

(a) **Annual Deferral Amounts.** For each Plan Year in which an Annual Deferral Amount is being withheld from a Participant, the Participant's Employer shall withhold from that portion of the Participant's Base Salary, Bonus and/or

Commissions that is not being deferred, in a manner determined solely by the Employer, the Participant's share of social security and other required taxes on such Annual Deferral Amount. If necessary, the Committee may reduce, in accordance with Code Section 409A, the Annual Deferral Account in order to comply with this Section 3.7.

(b) **Company Contribution Amounts**. When a Participant becomes vested in a portion of his or her Account Balance attributable to any Company Contribution Amounts, the Participant's Employer shall withhold from that portion of the Participant's Base Salary, Bonus and/or Commissions that is not deferred, in a manner determined solely by the Employer, the Participant's share of social security and other required taxes on such amounts. If necessary, the Committee may reduce, in accordance with Code Section 409A, the vested portion of the Participant's Company Contribution Account in order to comply with this Section 3.7.

(c) **Distributions**. The Participant's Employer shall withhold from any payments made to a Participant under the Plan all federal, state and local income, employment and other taxes required to be withheld by the Employer in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Employer.

ARTICLE IV

SCHEDULED DISTRIBUTIONS AND UNFORESEEABLE EMERGENCIES

4.1 **Scheduled Distributions.** In connection with each election to defer an Annual Deferral Amount, a Participant may elect to receive all or a portion of such Annual Deferral Amount, plus amounts credited or debited on that amount pursuant to Section 3.6, in the form of a lump sum payment, valued as of the close of business on the Benefit Distribution Date designated by the Participant in accordance with this Section 4.1 (a "Scheduled Distribution") or, in the event such Benefit Distribution Date is not a business day, the Scheduled Distribution shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date. The Benefit Distribution Date for the amount subject to a Scheduled Distribution election shall be the first day of any Plan Year designated by the Participant, which may be no sooner than five Plan Years after the end of the Plan Year to which the Participant's deferral election relates, unless otherwise provided on an Election Form approved by the Committee.

Subject to the other terms and conditions of the Plan, each Scheduled Distribution elected shall be paid out within the 60-day period commencing immediately after the Benefit Distribution Date. By way of example, if a Scheduled Distribution is elected for Annual Deferral Amounts that are earned in the Plan Year commencing January 1, 2009, the earliest Benefit Distribution Date that may be designated by a Participant would be January 2, 2015, and the Scheduled Distribution would be paid out within the 60-day period commencing immediately after such Benefit Distribution Date.

4.2 **Postponing Scheduled Distributions.** A Participant may elect to postpone a Scheduled Distribution described in Section 4.1 above, and have such amount paid out within the 60-day period commencing immediately after an allowable alternative Benefit Distribution Date designated in accordance with this Section 4.2. In order to make such an election, the Participant must submit an Election Form to the Committee in accordance with the following criteria:

(a) The election of the new Benefit Distribution Date shall have no effect until at least 12 months after the date on which the election is made;

(b) The new Benefit Distribution Date selected by the Participant for such Scheduled Distribution must be the first day of a Plan Year that is no sooner than five years after the previously designated Benefit Distribution Date; and

(c) The election must be made at least 12 months prior to the Participant's previously designated Benefit Distribution Date for such Scheduled Distribution.

For purposes of applying the provisions of this Section 4.2, a Participant's election to postpone a Scheduled Distribution shall not be considered to be made until the date on which the election becomes irrevocable. Such an election shall become irrevocable no later than the date that is 12 months prior to the Participant's previously designated Benefit Distribution Date for such Scheduled Distribution.

4.3 **Other Benefits Take Precedence Over Scheduled Distributions.** In the event that an event occurs prior to any Benefit Distribution Date designated for a Scheduled Distribution that would trigger a benefit under Articles V through VIII, as applicable, all amounts subject to a Scheduled Distribution election shall be paid in accordance with the other applicable provisions of the Plan and not in accordance with this Article IV.

4.4 **Unforeseeable Emergencies.**

(a) Upon the written request of a Participant and the showing of an Unforeseeable Emergency prior to the occurrence of a distribution event described in Articles V through VIII, as applicable, the Committee may, upon determining that such an emergency exists, cause an amount of such Participant's Account Balance to be paid to him. Such amount shall not exceed the lesser of (i) the Participant's vested Account Balance, calculated as of the close of business on the Benefit Distribution Date for such distribution, as determined by the Committee in accordance with provisions set forth below, or (ii) the amount necessary to satisfy the Unforeseeable Emergency (plus amounts necessary to pay federal, state, or local income taxes or penalties reasonably anticipated as a result of the distribution) after taking into account the extent to which the Unforeseeable Emergency is or may be relieved (A) through reimbursement or compensation by insurance or otherwise, (B) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (C) by cessation of deferrals under the Plan.

If the Committee, in its sole discretion, approves a Participant's request for a distribution under the Plan due to Unforeseeable Emergency, the Participant's Benefit Distribution Date shall be the date on which such Committee approval occurs and such distribution shall be made to the Participant in a lump sum no later than 60 days after such Benefit Distribution Date; provided, however, that if the 60-day period begins in one taxable year and ends in another, the Participant shall not have a right to designate the taxable year of payment. In addition, in the event of such approval, the Participant's outstanding deferral elections under the Plan shall be cancelled.

(b) A Participant's deferral elections under the Plan shall also be cancelled to the extent the Committee determines that such action is required for the Participant to obtain a hardship distribution from an Employer's 401(k) plan pursuant to Code Section 401(k).

ARTICLE V

RETIREMENT BENEFIT

5.1 **Retirement Benefit.** If a Participant experiences a Separation from Service that qualifies as a Retirement, the Participant shall be eligible to receive his or her vested Account Balance in either a lump sum or annual installment payments, as elected by the Participant in accordance with Section 5.2 (the "Retirement Benefit"). A Participant's Retirement Benefit shall be valued as of the close of business on the applicable Benefit Distribution Date for such benefit (or, in the event such Benefit Distribution Date is not a business day, the Retirement Benefit shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date), which shall be (i) the first day after the end of the 6-month period immediately following the date on which the Participant experiences such Separation from Service, if the Participant is a Specified Employee, and (ii) for all other Participants, the date on which the Participant experiences a Separation from Service;

provided, however, that if a Participant changes the form of distribution for one or more Annual Accounts in accordance with Section 5.2(b), the Benefit Distribution Date for such Annual Accounts subject to such change shall be determined in accordance with Section 5.2(b).

5.2 **Payment of Retirement Benefit.**

(a) In connection with a Participant's election to defer an Annual Deferral Amount, the Participant shall elect the form in which his or her Annual Account for such Plan Year will be paid. The Participant may elect to receive each Annual Account in the form of a lump sum or an Annual Installment Method of five or ten years. If a Participant does not make any election with respect to the payment of an Annual Account, then the Participant shall be deemed to have elected to receive such Annual Account as a lump sum.

(b) A Participant may change the form of payment for an Annual Account by submitting an Election Form to the Committee in accordance with the following criteria:

(i) The election shall not take effect until at least 12 months after the date on which the election is made;

(ii) The new Benefit Distribution Date for such Annual Account shall be five years after the Benefit Distribution Date that would otherwise have been applicable to such Annual Account; and

(iii) The election must be made at least 12 months prior to the Benefit Distribution Date that would otherwise have been applicable to such Annual Account.

For purposes of applying the provisions of this Section 5.2(b), a Participant's election to change the form of payment for an Annual Account shall not be considered to be made until the date on which the election becomes irrevocable. Such an election shall become irrevocable no later than the date that is 12 months prior to the Benefit Distribution Date that would otherwise have been applicable to such Annual Account. Subject to the requirements of this Section 5.2(b), the Election Form most recently accepted by the Committee that has become effective for an Annual Account shall govern the form of payout of such Annual Account.

(c) The lump sum payment shall be made, or installment payments shall commence, no later than 60 days after the applicable Benefit Distribution Date. Remaining installments, if any, shall continue in accordance with the Participant's election for each Annual Account and shall be paid no later than 60 days after each anniversary of the Benefit Distribution Date.

ARTICLE VI

TERMINATION BENEFIT

6.1 **Termination Benefit.** If a Participant experiences a Separation from Service that does not qualify as a Retirement, the Participant shall receive his or her vested Account Balance in the form of a lump sum payment (a "Termination Benefit"). A

Participant's Termination Benefit shall be valued as of the close of business on the Benefit Distribution Date for such benefit (or, in the event such Benefit Distribution Date is not a business day, the Retirement Benefit shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date), which shall be (i) the first day after the end of the 6-month period immediately following the date on which the Participant experiences such Separation from Service, if the Participant is a Specified Employee, and (ii) for all other Participants, the date on which the Participant experiences a Separation from Service.

6.2 **Payment of Termination Benefit.** The Termination Benefit of a Participant shall be paid to the Participant no later than 60 days after the Participant's Benefit Distribution Date.

ARTICLE VII

DISABILITY BENEFIT

7.1 **Disability Benefit.** If a Participant becomes Disabled prior to the occurrence of a distribution event described in Articles V or VI, as applicable, the Participant shall receive his or her vested Account Balance in either a lump sum or annual installment payments, as elected by the Participant in accordance with Section 7.2(b) (a "Disability Benefit"). The Disability Benefit of a Participant shall be valued as of the close of business on the Participant's Benefit Distribution Date for such benefit (or, in the event such Benefit Distribution Date is not a business day, the Retirement Benefit shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date), which shall be the date on which the Participant becomes Disabled.

7.2 **Payment of Disability Benefit.**

(a) A Participant, in connection with his or her commencement of participation in the Plan, shall have elected on an Election Form to receive the Disability Benefit in a lump sum or pursuant to an Annual Installment Method of five or ten years. If a Participant did not make any election with respect to the payment of this Disability Benefit, then such Participant shall be deemed to have elected to receive the Disability Benefit as a lump sum.

(b) A Participant may change the form of payment for the Disability Benefit by submitting an Election Form to the Committee in accordance with the following criteria:

(i) The election shall not take effect until at least 12 months after the date on which the election is made; and

(ii) The election must be made at least 12 months prior to the Benefit Distribution Date that would otherwise have been applicable to the Disability Benefit.

For purposes of applying the requirements of this Section 7.2(b), a Participant's election to change the form of payment for the Disability Benefit shall not be considered to be made until the date on which the election becomes irrevocable. Such an election shall become irrevocable no later than the date that is 12 months prior to the Benefit Distribution Date that would otherwise have been applicable to the Participant's Disability Benefit. Subject to the requirements of this Section 7.2(b), the Election Form most recently accepted by the Committee that has become effective shall govern the form of payout of the Participant's Disability Benefit.

(c) The lump sum payment shall be made, or installment payments shall commence, no later than 60 days after the Participant's Benefit Distribution Date. Remaining installments, if any, shall be paid no later than 60 days after the first day of each Plan Year following the Plan Year in which the Participant's Benefit Distribution Date occurs.

ARTICLE VIII

DEATH BENEFIT

8.1 **Death Benefit.** In the event of a Participant's death prior to the complete distribution of his or her vested Account Balance, the Participant's Beneficiary shall receive the Participant's unpaid vested Account Balance in a lump sum payment (the "Death Benefit"). The Death Benefit shall be valued as of the close of business on the Benefit Distribution Date for such benefit (or, in the event such Benefit Distribution Date is not a business day, the Retirement Benefit shall be valued as of the close of business of the next business day immediately following such Benefit Distribution Date), which shall be the date of the Participant's death.

8.2 **Payment of Death Benefit.** Any Death Benefit shall be paid to the Participant's Beneficiary no later than 60 days after the applicable Benefit Distribution Date.

ARTICLE IX

BENEFICIARY DESIGNATION

9.1 **Beneficiary.** Each Participant shall have the right, at any time, to designate his or her Beneficiary (both primary as well as contingent) to receive any benefits payable under the Plan to a beneficiary upon the death of a Participant. The Beneficiary designated under the Plan may be the same as or different from the Beneficiary designation under any other plan of an Employer in which the Participant participates.

9.2 **Beneficiary Designation.** A Participant shall designate his or her Beneficiary by completing and signing the Beneficiary Designation Form, and returning it to the Committee or its designated agent. A Participant shall have the right to change a Beneficiary by completing, signing and otherwise complying with the terms of the Beneficiary Designation Form and the Committee's rules and procedures, as in effect from time to time. The Committee shall be entitled to rely on the last Beneficiary Designation Form filed by the Participant and accepted by the Committee prior to his or her death.

9.3 **Acknowledgment.** No designation or change in designation of a Beneficiary shall be effective until received and acknowledged in writing by the Committee or its designated agent.

9.4 **No Beneficiary Designation.** If a Participant fails to designate a Beneficiary as provided in Sections 9.1, 9.2 and 9.3 above, or if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be his or her surviving spouse. If the Participant has no surviving spouse, the benefits remaining under the Plan to be paid to a Beneficiary shall be payable to the executor or personal representative of the Participant's estate.

9.5 **Doubt as to Beneficiary.** If the Committee has any doubt as to the proper Beneficiary to receive payments pursuant to the Plan, the Committee shall have the right, exercisable in its discretion, to cause the Participant's Employer to withhold such payments until this matter is resolved to the Committee's satisfaction.

9.6 **Discharge of Obligations.** The payment of benefits under the Plan to a Beneficiary shall fully and completely discharge all Employers and the Committee from all further obligations under the Plan with respect to the Participant, and the deceased Participant's Plan Agreement shall terminate upon such full payment of benefits.

ARTICLE X

LEAVE OF ABSENCE

10.1 **Paid Leave of Absence.** If a Participant is authorized by the Participant's Employer to take a paid leave of absence from the employment of the Employer, and such leave of absence does not constitute a Separation from Service, (a) the Participant shall continue to be considered eligible for the benefits provided under the Plan, and (b) the Annual Deferral Amount shall continue to be withheld during such paid leave of absence in accordance with Section 3.2.

10.2 **Unpaid Leave of Absence.** If a Participant is authorized by the Participant's Employer to take an unpaid leave of absence from the employment of the Employer for any reason, and such leave of absence does not constitute a Separation from Service, such Participant shall continue to be eligible for the benefits provided under the Plan. During the unpaid leave of absence, the Participant shall not be allowed to make any additional deferral elections. However, if the Participant returns to employment, the Participant may elect to defer an Annual Deferral Amount for the Plan Year following his or her return to employment and for every Plan Year thereafter while a Participant in the Plan, provided such deferral elections are otherwise allowed and an Election Form is delivered to and accepted by the Committee for each such election in accordance with Section 3.2 above.

ARTICLE XI

TERMINATION AND AMENDMENT OF PLAN

11.1 **Termination of Plan.** Although each Employer anticipates that it will continue the Plan for an indefinite period of time, there is no guarantee that any Employer will continue the Plan or will not terminate the Plan at any time in the future. Accordingly, each Employer reserves the right to terminate the Plan with respect to all of its Participants. In the event of a Plan termination no new deferral elections shall be permitted for the affected Participants and such Participants shall no longer be eligible to receive new company contributions. However, after the Plan termination the Account Balances of such Participants shall continue to be credited with Annual Deferral Amounts attributable to a deferral election that was in effect prior to the Plan termination to the extent deemed necessary to comply with Code Section 409A, and additional amounts shall continue to credited or debited to such Participants' Account Balances pursuant to Section 3.6. The Measurement Funds available to Participants following the termination of the Plan shall be comparable in number and type to those Measurement Funds available to Participants in the Plan Year preceding the Plan Year in which the Plan termination is effective. In addition, following a Plan termination, Participant Account Balances shall remain in the Plan and shall not be distributed until such amounts become eligible for distribution in accordance with the other applicable provisions of the Plan. Notwithstanding the preceding sentence, to the extent permitted by Code Section 409A, the Employer may provide that upon termination of the Plan, all Account Balances of the Participants shall be distributed, subject to and in accordance with any rules established by such Employer deemed necessary to comply with the applicable requirements and limitations of Code Section 409A.

11.2 **Amendment.** Any Employer may, at any time, amend or modify the Plan in whole or in part with respect to that Employer. Notwithstanding the foregoing, (i) no amendment or modification shall be effective to decrease the value of a Participant's vested Account Balance in existence at the time the amendment or modification is made, and (ii) no amendment or modification of this Section 11.2 or Section 12.2 of the Plan shall be effective.

11.3 **Plan Agreement.** Despite the provisions of Sections 11.1, if a Participant's Plan Agreement contains benefits or limitations that are not in the Plan document, the Employer may only amend or terminate such provisions with the written consent of the Participant.

11.4 **Effect of Payment.** The full payment of the Participant's vested Account Balance in accordance with the applicable provisions of the Plan shall completely discharge all obligations to a Participant and his or her designated Beneficiaries under the Plan, and such Participant's Plan Agreement shall terminate.

ARTICLE XII

ADMINISTRATION

12.1 **Duties of the Committee.** In general, unless specifically provided otherwise in the Plan or by the Compensation Committee, the Committee shall be the Benefits Committee, the members of which shall be appointed by the Compensation Committee. Members of the Committee may be Participants under the Plan. The Committee shall have the discretion and authority to: (a) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan; and (b) decide or resolve any and all questions, including benefit entitlement determinations and interpretations of the Plan, as may arise in connection with the Plan. Any individual serving on the Committee who is a Participant shall not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Committee shall be entitled to rely on information furnished by a Participant or the Company.

12.2 **Administration Upon Change In Control.** Within 120 days following a Change in Control, the individuals who comprised the Committee immediately prior to the Change in Control (whether or not such individuals are members of the Committee following the Change in Control) may, by written consent of the majority of such individuals, appoint an independent third party administrator (the "Administrator") to perform any or all of the Committee's duties described in Section 12.1 above, including without limitation, the power to determine any questions arising in connection with the administration or interpretation of the Plan, and the power to make benefit entitlement determinations. Upon and after the effective date of such appointment, (a) the Company must pay all reasonable administrative expenses and fees of the Administrator, and (b) the Administrator may only be terminated with the written consent of the majority of Participants with an Account Balance in the Plan as of the date of such proposed termination.

12.3 **Agents.** In the administration of the Plan, the Committee or the Administrator, as applicable, may, from time to time, employ agents and delegate to them such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel.

12.4 **Binding Effect of Decisions.** The decision or action of the Committee or Administrator, as applicable, with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

12.5 **Indemnity of Committee.** All Employers shall indemnify and hold harmless the members of the Committee, any Employee to whom the duties of the Committee may be delegated, and the Administrator against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to the Plan, except in the case of willful misconduct by the Committee, any of its members, any such Employee or the Administrator.

12.6 **Employer Information.** To enable the Committee and/or Administrator to perform its functions, the Company and each Employer shall supply full and timely information to the Committee and/or Administrator, as the case may be, on all matters relating to the Plan, the Trust, the Participants and their Beneficiaries, the Account Balances of the Participants, the compensation of its Participants, the date and circumstances of the Separation from Service, Disability or death of its Participants, and such other pertinent information as the Committee or Administrator may reasonably require.

ARTICLE XIII

OTHER BENEFITS AND AGREEMENTS

13.1 **Coordination with Other Benefits.** The benefits provided for or with respect to a Participant under the Plan are in addition to any other benefits available to such Participant under any other plan, program or agreement of or with the Employer of the Participant's Employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

13.2 **Compliance with Code Section 409A.** Notwithstanding any other provision of the Plan to the contrary, any amounts, including deferrals and Employer contributions, to be credited under the Plan with respect to a Participant shall only be credited under the Plan if such crediting will not cause the Plan to fail to comply with Code Section 409A.

ARTICLE XIV

CLAIMS PROCEDURES

14.1 **Maintenance of Claims Procedures**. The Committee shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of benefit determinations under the Plan (collectively, the "Claims Procedures") that comply with the requirements of ERISA Section 503 and regulations issued thereunder. Participants shall be notified of the existence of the Claims Procedures in conjunction with enrollment in the Plan and how to obtain a copy of the Claim Procedures upon request. Compliance with the Claims Procedures is a mandatory prerequisite to any claimant's right to commence action under Section 14.2.

14.2 **Disputes and Resolutions.** In the event that a claim or dispute is not resolved to the satisfaction of the claimant through the Claims Procedure, such claimant may, within 60 days of the final decision on review under the Claims Procedure, give written notice to the Committee to have such claim dispute settled by application for arbitration in Fairfax, Virginia in accordance with the rules then prevailing of The American Arbitration Association pursuant to the Federal Arbitration Act. Such arbitration shall apply to all disputes and claims arising from or relating to the Plan and ERISA, and the arbitrator's review shall be limited to a review of the information submitted to the Plan administrator. Judgment upon any award rendered by the arbitrator may be entered in any court of U.S. competent jurisdiction. The cost of any arbitration proceeding shall be shared equally by the claimant and the Company, unless the arbitrator finds it more equitable for the Company to bear the costs.

ARTICLE XV

TRUST

15.1 **Establishment of the Trust.** In order to provide assets from which to fulfill its obligations to the Participants and their Beneficiaries under the Plan, the Company may establish a trust pursuant to a trust agreement with a third party, the trustee, to which each Employer may, in its discretion, contribute cash or other property, including securities issued by the Company, to provide for the benefit payments under the Plan (the “Trust”).

15.2 **Interrelationship of the Plan and the Trust.** The provisions of the Plan and the Plan Agreement shall govern the rights of a Participant to receive distributions pursuant to the Plan. The provisions of the Trust shall govern the rights of the Employers, Participants and the creditors of the Employers to the assets transferred to the Trust. Each Employer shall at all times remain liable to carry out its obligations under the Plan.

15.3 **Distributions From the Trust.** Each Employer’s obligations under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce the Employer’s obligations under the Plan.

ARTICLE XVI

MISCELLANEOUS

16.1 **Status of Plan.** The Plan is intended to be a plan that is not qualified within the meaning of Code Section 401(a) and that “is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of ERISA Sections 201(2), 301(a)(3) and 401(a)(1). The Plan is intended to comply with Code Section 409A. The Plan shall be administered and interpreted to the extent possible in a manner consistent with such intent.

16.2 **Unsecured General Creditor.** Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of an Employer. For purposes of the payment of benefits under the Plan, any and all assets of an Employer shall be, and remain, the general, unpledged unrestricted assets of the Employer. The obligation of an Employer under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

16.3 **Employer’s Liability.** The liability of an Employer for the payment of benefits shall be defined only by the Plan and the Plan Agreement, as entered into between the Employer and a Participant. An Employer shall have no obligation to a Participant under the Plan except as expressly provided in the Plan and his or her Plan Agreement.

16.4 **Nonassignability.** Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a

Participant or any other person, be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise.

16.5 **Not a Contract of Employment.** The terms and conditions of the Plan shall not be deemed to constitute a contract of employment between any Employer and the Participant. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, unless expressly provided in a written employment agreement. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any Employer, or to interfere with the right of any Employer to discipline or discharge the Participant at any time.

16.6 **Furnishing Information.** A Participant or his or her Beneficiary will cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Committee may deem necessary.

16.7 **Terms.** Whenever any words are used herein in the masculine, they shall be construed as though they were in the feminine in all cases where they would so apply; and whenever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply.

16.8 **Captions.** The captions of the articles, sections and paragraphs of the Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

16.9 **Governing Law.** Subject to ERISA, the provisions of the Plan shall be construed and interpreted according to the internal laws of the State of Delaware without regard to its conflicts of laws principles.

16.10 **Notice.** Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Benefits Committee
ICF International, Inc.
Attn: Executive Vice President and General Counsel
9300 Lee Highway
Fairfax, Virginia 22031

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

Any notice or filing required or permitted to be given to a Participant under the Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

16.11 **Successors.** The provisions of the Plan shall bind and inure to the benefit of the Participant's Employer and its successors and assigns and the Participant and the Participant's designated Beneficiaries.

16.12 **Spouse's Interest.** The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.

16.13 **Validity.** In case any provision of the Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

16.14 **Incompetency.** If the Committee determines in its discretion that a benefit under the Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Committee may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

16.15 **Domestic Relations Orders.** The Committee is authorized to make any payments directed by court order in any action in which the Plan or the Committee has been named as a party. In addition, if a court determines that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan in connection with a domestic relations order (as defined in Code Section 414(p)(1)(B)), the Committee shall have the right, notwithstanding any election made by the Participant to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to such spouse or former spouse, to the extent necessary to fulfill such domestic relations order.

16.16 **Tax Treatment.** Notwithstanding any other provision of the Plan to the contrary, although the Board, the Committee and the Employer shall use their commercially reasonable efforts to avoid the imposition of taxation, penalties, and interest under Code Section 409A and other Code provisions, the tax treatment of Annual Deferrals, deferrals of Performance-Based Compensation, Company Contributions as well as credits and earnings under the Plan shall not be, and are not, warranted or guaranteed. Neither the Board, the Committee, any Employer nor any of their designees shall be held liable for any taxes, penalties, or other amounts owed by a Participant or Beneficiary as a result of any deferral or payment under the Plan or the administration of the Plan.

16.17 **Deduction Limitation on Benefit Payments.** If the Employer reasonably anticipates that if a payment under the Plan were made as scheduled, the deduction with respect to such payment would not be permitted solely due to the application of Code Section 162(m), the Employer may defer that payment to the extent deemed necessary to ensure deductibility; provided, however, that (i) such deduction limitation shall be applied to all similarly situated Participants on a reasonably consistent basis; (ii) the payment must be made by the earliest of (x) during the Employer's first taxable year in which the Employer reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, the deduction of such payment will not be barred by application of Code Section 162(m) or (y) during the period beginning with the date of the Participant's Separation from Service and ending on the later of the last day of the taxable year of the Employer in which the Participant incurs a Separation from Service of the 15th day of the third month following the Participant's Separation from Service; (iii) where any scheduled payment to a particular Participant in the Employer's Taxable year is delayed because of Code Section 162(m), the delay in payment will be treated as a subsequent deferral election unless all scheduled payments to such Participant that could be delayed are also delayed; (iv) where a payment is delayed to a date on or after the Participant's Separation from Service, the payment will be considered a payment upon a Separation from Service for purposes of the 6-month delay for Specified Employees; and (v) no election may be provided to a Participant with respect to the timing of payment hereunder. Any amounts deferred pursuant to the provisions of this Section 16.17 shall continue to be credited/debited with additional amounts, even if such amount is being paid out of installments.

Executed at Fairfax, Virginia, on this 24th day of April, 2008.

ICF International, Inc.

By: /s/ Judith B. Kassel
Title: EVP & General Counsel

APPENDIX A

LIMITED TRANSITION RELIEF FOR DISTRIBUTION ELECTIONS MADE AVAILABLE IN ACCORDANCE WITH NOTICE 2007-86

The capitalized terms below shall have the same meaning as provided in Article I of the Plan.

Opportunity to Make New (or Revise Existing) Distribution Elections. Notwithstanding the required deadline for the submission of an initial distribution election under Articles IV, V and VII of the Plan, the Committee may, to the extent permitted by Notice 2007-86, provide a limited period in which Participants may make new distribution elections, or revise existing distribution elections, with respect to amounts subject to the terms of the Plan, by submitting an Election Form on or before the deadline established by the Committee, which in no event shall be later than December 31, 2008. Any distribution election made by a Participant, and accepted by the Committee, in accordance with this Appendix A shall not be treated as a change in either the form or timing of a Participant's benefit payment for purposes of Code Section 409A or the Plan. If any distribution election submitted by a Participant in accordance with this Appendix A either (a) relates to an amount that would otherwise be paid to the Participant in 2008, or (b) would cause an amount to be paid to the Participant in 2008, such election shall not be effective.

Exhibit 31.1

Certification of the Principal Executive Officer
Pursuant to Rule 13a-14(a) and 15d-14(a)

I, Sudhakar Kesavan, Chief Executive Officer of the registrant, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ICF International, Inc. (the "Registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or person performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

May 12, 2008

/s/ Sudhakar Kesavan
Sudhakar Kesavan,
Chairman, President Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of the Principal Financial Officer
Pursuant to Rule 13a-14(a) and 15d-14(a)

I, Alan R. Stewart, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ICF International, Inc. (the "Registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or person performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

May 12, 2008

/s/ Alan R. Stewart
Alan R. Stewart,
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certification of Principal Executive Officer
Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2008 (the "Report") of ICF International, Inc. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, Sudhakar Kesavan, Chief Executive Officer of the Registrant, hereby certify that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

May 12 , 2008

/s/ Sudhakar Kesavan
Sudhakar Kesavan,
Chairman, President Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

Certification of Principal Financial Officer
Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2008 (the "Report") of ICF International, Inc. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, Alan R. Stewart, Chief Financial Officer of the Registrant, hereby certify that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

May 12, 2008

/s/ Alan R. Stewart
Alan R. Stewart,
Chief Financial Officer
(Principal Financial and Accounting Officer)